



**National
Research
Foundation**

Fraud alert! It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. Do not fall for it, it is a scam! The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid.

INVITATION TO BID

Supply and delivery of eddy covariance equipment for the measurement of the exchange of carbon dioxide, water vapour and methane, as well as components, spares and technical training and support for a period of five years to SAEON Node and Research Infrastructure offices.

Bidder Name:		
Number:	NRF/SAEON EFTEON/63/2023-24	
Closing Date	30 April 2024	
Closing Time:	11:00AM	
Electronic Bid Submission	Size of the email (document): 20MB MAX consisting of two pdfs per set labelled as below). Two sets/copies required per SBD1	
Email Address	tenders@saeon.nrf.ac.za	
Bids Naming	Split each set into two pdf documents: 1. Technical offering 2. Pricing/quote - password protected On the face of each document: the Bid Number and Bidder's Name, Contact Name, email address is required, and envelope number	
Enquiries are directed in writing to:		
Section	Supply Chain Management	Technical queries
Contact person	Nosipho Nyauza	Dr Kathleen Smart
Email address	tenders@saeon.nrf.ac.za	kg.smart@saeon.nrf.ac.za

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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 19 of 2018 as amended, establishes the National Research Foundation ("NRF") as the juristic legal entity that will contract with the awarded bidder.

Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO SAEON

The South African Environmental Observation Network (SAEON) is a business unit of the National Research Foundation (NRF) mandated with Long Term Environmental Observation to detect and understand the impacts of Global Change in South Africa.

Seven SAEON nodes are strategically situated across geographic regions representing the country's major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making.

SAEON is committed to scientific excellence, and data emanating from these arrays needs to be of high quality and reliable enough to support long term monitoring of ecosystem climatological changes, scientific publications, and academic use.

Further information about SAEON can be found on www.saeon.ac.za

THE NEED FOR THIS PROCUREMENT WITHIN SAEON

A key mandate of the SAEON's Expanded Freshwater and Terrestrial Environmental Observation Network (EFTEON) Research Infrastructure is to provide decision makers, the greater research community, and the general public with long-term reliable data of greenhouse gas exchange within South Africa, including water vapour and carbon fluxes to advance studies on ecosystem productivity, hydrological and vegetation processes, and carbon dynamics.

SAEON EFTEON currently operates a network of 11 Eddy Covariance Stations which are equipped with the Campbell Scientific IRGASON system and CR6 data loggers (Existing infrastructure standardised).

To expand this network, instruments and related infrastructure will be required during the contract period, with the potential expansion of the parameters observed to include methane flux measurements. In order to reduce down time and get the network operational following system failures, spares and replacement components are required. In addition, spares for the routine maintenance and operation of the systems will be required. The quantities and timing will be determined on an ad hoc basis by the future operational needs and unexpected events that will occur during the contract duration.

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact

officials listed under the enquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid at the briefing session (attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

Response preparation costs

The NRF is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

Counter proposals

No counter proposals or variations to this contract are accepted.

Two envelope system

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the phases prior to the price competition. The first envelope/pdf file shall have the administrative, technical, and legal documentation. The second envelope/pdf file shall only have the financial response, social goal points claimed, and price appendixes. Bidders must ensure that they do not indicate any financial information in the first envelop/box.

Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes on the SBD 1 form.

The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

Fronting

The NRF supports the Government's broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee, or endorsements to any third parties concerning the document. The NRF has no liability towards the responding third parties in connection therewith.

General definitions

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7.2) which has been signed by the awarded bidder and the National Research Foundation;

“Functionality” means the abilities of a bidder’s solution to deliver the statement of work including specifications, and services in accordance with these bid documents;

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware, and software that delivers the specified output.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being The South African Environmental Observation Network (SAEON)

THE BIDDER SELECTION PROCEDURE

Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.

Responsive to submission requirements

A Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The NRF’s evaluation committee will disqualify non-responsive submissions.

Meeting specifications

The NRF’s evaluation committee will verify bidder’s submitted documentation against the requirements in this document. The NRF’s evaluation committee will disqualify submissions that do not meet the minimum technical specifications set out in this document.

Due Diligence Research

NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s capability to provide the goods/services required, accessing the Central Supplier Database, and verify reference letters.

Stage 2 – Price competition

The NRF’s evaluation committee assesses compliant bidders from the technical evaluation stage on their pricing proposals. The NRF’s evaluation committee compares each bidder’s pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid’s pricing requirements. The NRF’s evaluation committee ranks the qualifying bids on points scored on the basis of price in accordance with the PPPFA. The specific goal points claimed on the SBD 6.1 form are added to the bidder’s price points.

Stage 3 – Award and Contract Signing

The bid evaluation committee recommends to the Bid Adjudication Committee for subsequent approval by the Delegated Authority the bidder with the highest combined score of price and preference for the contract award subject to the final verification of the bidder’s tax status as set out in the SBD 1 through the CSD.

Cancellation of the bid prior to award

The NRF cancels this bid invitation prior to making an award:

- a) Due to changed circumstances there is no need for the specified procurement in the document, or
- b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

CONTRACT PART A – STATEMENT OF WORK

CONTRACT OBJECTIVE

The current bid is to provide instrumentation for the measurement of the exchange of CO₂, water vapour and methane using the Eddy Covariance (EC) methodologies for a period of five (5) years with an option to extend to seven (7) years. This includes the provision of equipment, the provision of spare components and support services including calibration, provision of consumables, provision of software and firmware upgrades, provision of repairs, and the management including shipping of Eddy Covariance instruments for repairs.

CONTRACT REQUIREMENTS

The contract will be determined by:

- Eddy Covariance (EC) systems with options for utilising an open path sensor design, with the option to request an enclosed path design
- Associated spares and consumables for the maintenance of the EC systems
- Methane flux measurement, with instruments designed for continuous measurement and field deployment
- Spares, consumable and replacement parts for the currently deployed and new EC systems.

This is a variable cost contract as the nature of addressing the above factors has to be managed during the contract life. Thus the contract value will be the total value of all issued purchase orders under this contract.

For the conducting of bid price competition on equitable and transparent grounds, estimated quantities provided in the bid for quotation purposes to allow bidders to set their bid offer on the same level playing field.

SAEON has no obligation, as per conditions above, to reach or pay out the total bid offer contract value.

All purchase orders of equipment and services are made only where there is budget availability for payment and will be issued as when required.

CONTRACT PERIOD

The contractual period for this bid is five (5) years commencing from the date of final signature on the SBD 7.2 Contract Signing Form with the option of extending the contract period to seven (7) years.

SCOPE OF WORK

SAEON requires the following goods and services from: this contract:

- New instruments that allows SAEON to meet targets for new Eddy Covariance Measurement Station installations as per specifications (pn page 11)
- New components including upgraded components that allows SAEON to meet targets for new Eddy Covariance Measurement Station installations (See GCC14 on page 33)
- New spare parts for ongoing servicing, maintenance and repairs (See GCC14 on page 333)
- Consumables for routine and continuous maintenance (part of GCC13 on page 32)

- Professional training by qualified service provider in-house staff or instrument manufacturers for our technicians and scientists (part of GCC13 on page 34)
- Calibration equipment and calibration services of needed (part of GCC13 on page 32)
- Shipping and repair management services to and from the OEM to repair and service (part of GCC13 on page 32)

Spares, consumables, and replacement parts for the existing eleven SAEON and EFTEON EC stations will be included in this contract's scope of work where they are not covered by any existing contracts and the adding of further stations where their contracts have expired to this contract.

COMPATIBLE WITH THE EXISTING INFRASTRUCTURE

The equipment or similar equipment must be compatible with the existing array of EC instrumentation which is the Campbell Scientific IRGASON and Campbell Scientific CR6 series data loggers so as to fit into the infrastructure and not to impair the data collections. The brand names are placeholders for their detail specifications.

TECHNICAL SUPPORT TO SAEON TECHNICAL TEAM

The systems will be installed, and maintained by the SAEON technical team.

As part of the support of the procured equipment, SAEON requires the bidder to provide support services, including telephonic and/or email assistance with troubleshooting for SAEON technicians while they are in field.

The level of performance for this service is as follows:

1. With a response time of 72 hours for routine troubleshooting (non-emergency) support issues,
2. For emergency issues, such as sensor or system malfunction and failure, a response within 24, with a 1-hour response time for emergency assistance for technicians in field.
3. Data logger support software upgrades within one week of SAEON's request.

This support must be provided in English.

DELIVERY TO SITE MANAGEMENT

The supply of instruments, spares, consumables, and replacement parts (as listed in on pages 11 -18), in which the delivery mode will be one of the following options:

1. Delivery will be required to the following regions.
 - Pietermaritzburg
 - St Lucia
 - Winterton
 - Skukuza
 - Phalaborwa
 - Acornhoek

- Hoedspruit
 - Pretoria
 - Kimberley
 - Gqeberha
 - Cape Town
 - George
2. Orders collected by SAEON if/when/where this is feasible at SAEON's discretion.

Delivery cost management:

1. The contractor bidder will list the cost as a separate line item on the invoice and incorporated in the total cost of the invoice.
2. The contracted bidder to provide transport quote to the SAEON contract manager to accept the cost to the specified destination.
3. SAEON will make available upon placing of purchase orders and may include precise geolocation data ensuring transport cost is transparent to all parties.

INCIDENTAL SHIPPING SERVICES (GCC13)

Occasionally it may be required to ship components to OEMs overseas for repairs and/or calibration.

The contracted bidder/supplier, being an authorised distributor or subsidiary, must facilitate these jobs manage the international shipping, and provide the necessary status reports.

The contracted bidder/supplier proves cost quotations on the shipping services for SAEON contract manager for agreement.

Costs of repairs, servicing, and/or calibration will be agreed between SAEON and the contracted bidder especially where the strip and quote basis has to be used.

For this purpose, bidders must include a line item to the amount of R500 000 for incidental expenses for international shipping purposes and repair over the duration of the contract.

SECTION A: INSTRUMENTATION REQUIRED SPECIFICATIONS

SAEON requires Eddy Covariance (EC) systems which meet the specifications detailed in Section A These specifications have been written to ensure the compatibility to existing infrastructure.

Our intended use requires that the system meet the following technical specifications for the components of the system.

Item A1.1: Eddy Covariance instrumentation for the measurement of CO₂ and H₂O Flux

Minimum specifications of the system we require (CO₂ and H₂O measurements)

- Must be able to monitor carbon dioxide, water, and energy exchanges between the atmosphere and earth surface utilising an Open Path gas analyser to record atmospheric fluxes of CO₂, H₂O and energy at a frequency of up to 20Hz.

- Must be able to measure turbulent fluctuations of horizontal and vertical wind using a co-located three-dimensional (3D) sonic anemometer (either integrated with the Open Path gas analyser or compatible with the model offered) capable of sampling at a frequency of up to 20Hz.
- Must have operating software from the OEM including regular firmware and software upgrades and which the OEM provides over the life of the equipment.
- Must be robust enough to be able to operate in remote field-based settings under South African Conditions -20°C to 50°C, capable of withstanding dust and sea spray and high UV radiation conditions.
- Must be compatible with Campbell Scientific CR6 and CR3000 series data loggers (existing infrastructure).
- Must be supplied with required mountings and cabling for all components of the system
- Data logger system must be able to provide near real time processing of corrected fluxes using internationally accepted processes
- Must have been used in peer-reviewed ecosystem productivity, ecohydrology, and/or carbon dynamics literature (bidders to submit three examples of publications where the EC System was used in an ecosystem productivity, ecohydrology or carbon dynamics study in a remote area).

Technical specifications of EC System for CO₂ and H₂O components

- CO₂/H₂O Open-Path Gas Analyzer & 3D Sonic Anemometer
 - Measurement of:
 - Absolute CO₂ concentration (0-1000 µmol per mol (ppm) range or better)
 - Water vapour density (0-60µmol/mol or better)
 - Must measure atmospheric concentrations of CO₂ and H₂O, and wind speed in three orthogonal directions (ux, uy, uz) with minimal sensor separation or flow distortion
 - Sonic air temperature (range -20 to 50°C or better, with accuracy of 0.25°C or better)
 - Barometric pressure 0.15kPa or better
 - Provision of diagnostic parameters
 - Near real time processing of corrected flux values at the site
- Operational Ranges
 - Operational temperature range: -20° to +50°C, or wider
 - Calibrated pressure range: 800 to 1060 hPa (or wider)
 - Sample output frequency minimum 20 Hz, with options for output at 10 Hz
 - Power Consumption: better than (i.e. lower than) 20 W during operation.
 - Power Requirements: Voltage Supply 9.5 to 32 Vdc compatible with a 12V DC power source
- CO₂ Performance:
 - Accuracy: within 1% of reading
 - Precision RMS noise (typical @ 370-400 ppm CO₂ 0.20 µmol/mol or better @20 Hz
 - Calibrated Range: 0 to 1000 µmol/mol (ppm)
 - Zero Drift with Temperature: (±0.3 µmol/mol/°C max)

- Gain Drift with Temperature (% of reading per °C @ 370 ppm): $\pm 0.1\%$ max of reading/°C
 - Direct Sensitivity to H₂O ($\mu\text{mol CO}_2/\text{mol H}_2\text{O}$): $\pm 1.1 \times 10^{-4}$ (maximum)
- H₂O Performance:
 - Accuracy: within 2% of reading or better
 - Precision RMS noise (0.007 mmol/mol or better @ 370 -400 ppm CO₂ and 20Hz)
 - Calibrated Range: 0 to 37°C Dewpoint or better
 - Zero Drift (per °C): ± 0.05 mmol/mol/°C maximum
 - Gain Drift (% of reading per °C @ 20 mmol mol⁻¹): $\pm 0.3\%$ of reading/°C (maximum)
 - Direct Sensitivity to CO₂: ± 0.1 mol H₂O/mol CO₂ (maximum)
- 3D Sonic Anemometer
 - Full scale wind ≥ 65 m/s
 - Sonic temperature reporting range: -20° to +50°C or wider
 - Speed of sound must be determined from 3 acoustic paths and corrected for crosswind effects
 - Performance:
 - Outputs: ux, uy, uz, c (c is speed of sound)
 - Wind direction range 0°-359°
 - Filter bandwidth: 5, 10, 20 or 25 Hz
 - Wind accuracy:
 - Maximum Offset Error: $< \pm 8.0$ cm/s (ux, uy), $< \pm 4.0$ cm/s (uz)
 - Maximum Gain Error:
 - $< \pm 2\%$ of reading (wind vector within $\pm 5^\circ$ of horizontal)
 - $< \pm 3\%$ of reading (wind vector within $\pm 10^\circ$ of horizontal)
 - $< \pm 6\%$ of reading (wind vector within $\pm 20^\circ$ of horizontal)
 - Measurement precision
 - ux, uy: 1 mm/s ms
 - uz: 0.5 mm/s ms
 - c: $\pm 0.002^\circ\text{C}$ RMS (at 25°C)
 - Measurement Rates
 - Datalogger Triggered 1 to 100 Hz
 - Internal Self-Trigger Rate: 100 Hz
- Includes auxiliary barometer, with a
 - measurement rate of 10Hz, and
 - accuracy of ± 1.5 kPa (0° to 50°C)
- Includes a compatible inclinometer with accuracy of $\pm 1^\circ$
- Includes a temperature sensor with
 - accuracy of $\pm 0.15^\circ\text{C}$
 - range -20° to +50 °C
- Supplied with four Type E, research grade fine wire thermocouples (in carry case), of a maximum thickness of 0.76 μm (0.003").
- Supplied with length of wiring for all components to allow for installation at a height of up to 15 m above the associated logger. User to specify length for individual sites at time of purchase order.
- Has a kit that allows for the zero and span of the gas analyser to be conducted on site (by

the user), without removing the sensors from their mounting brackets

- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier meeting the warranty GCC15 on page 33.

A1.2 Enclosed Path System for the measurement of CO₂ and H₂O Flux, Technical specifications of the system we require (CO₂ and H₂O measurements).

- Operating Temperature Range: -25 to 50 °C
- Bandwidth 5, 10, or 20 Hz, user-selectable
- Power consumption: 12 W nominal (up to 30 W during start-up)
- CO₂ Measurements
 - Calibration Range: 0 to 1000 $\mu\text{mol mol}^{-1}$
 - Accuracy: 1% of reading nominal
 - Zero drift (per °C): less than 0.3 ppm
- H₂O measurements
 - Calibration range: 0 to 60 mmol mol^{-1}
 - Accuracy: Within 2% of reading
 - $\pm 0.05 \text{ mmol mol}^{-1}$ maximum
- Associated temperature and pressure measurements
- Associated processing module with ability to produce near real time flux outputs
- 3D Sonic Anemometer (to meet requirements as per item A1)
 - 3D Sonic Anemometer
 - Integrated inclinometer with accuracy of $\pm 1^\circ$
 - Full scale wind $\geq 65 \text{ m/s}$
 - Sonic temperature reporting range: -25° to $+50^\circ \text{C}$ or wider
 - Speed of sound must be determined from 3 acoustic paths and corrected for crosswind effects
 - Performance:
 - Outputs: u_x , u_y , u_z , c (c is speed of sound)
 - Wind direction range 0° - 359°
 - Filter bandwidth: 5, 10, 20 or 25 Hz
 - Wind accuracy:
 - Maximum Offset Error: $< \pm 8.0 \text{ cm/s}$ (u_x , u_y), $< \pm 4.0 \text{ cm/s}$ (u_z)
 - Maximum Gain Error:
 - $< \pm 2\%$ of reading (wind vector within $\pm 5^\circ$ of horizontal)
 - $< \pm 3\%$ of reading (wind vector within $\pm 10^\circ$ of horizontal)
 - $< \pm 6\%$ of reading (wind vector within $\pm 20^\circ$ of horizontal)
 - Measurement precision
 - u_x , u_y : 1 mm/s ms
 - u_z : 0.5 mm/s ms
 - c : $\pm 0.002^\circ \text{C RMS}$ (at 25°C)
 - Measurement Rates
 - Datalogger Triggered 1 to 100 Hz
 - Internal Self-Trigger Rate: 100 Hz
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier meeting the warranty GCC15 on page 33.

Item A2: Technical specifications of EC System for Methane components

- Methane Open-Path Gas Analyzer (Compatible with the CO₂/H₂O flux measurement system offered in this bid and the CS IRGASON system which is existing infrastructure)
 - Integrated system for the measurement of methane flux from terrestrial systems
 - Operating temperature Range -20 to 50°C
 - Measurement range 0-40 ppm CH₄ @50°C
 - Measurement frequency 20Hz or more
 - Low power consumption making it suitable for use with solar panel systems (less than 10 W nominal and 20 W during cleaning)
 - Long term stability of measurement
 - Integration with existing EC Systems
 - Data Interface unit if required, compatible with existing logging systems
 - Linearity 1% of reading

Item A3: Integrated Air Temperature Sensor + Relative Humidity Sensor(s)

- Humidity
 - Range 0-100%
 - Resolution 0.1% RH
 - Accuracy 2% at (10-90% range)
- Temperature
 - Range -40-60°C
 - Resolution 0.01°C
 - Accuracy > 0.4°C (5-40C range)
- Supplied with
 - 1 x spare replacement filter and sensor element.
 - Supplied with a radiation shield.
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier the warranty GCC15 on page 33.

Item A4: Anemometer and Wind Direction Sensor

- Range 0-50m/s
- Accuracy ±0.5m/s
- Threshold ≤ 0.5m/s
- Wind direction Range 0-360°
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier meeting the warranty GCC15 on page 33.

Item A5: Four-Component Net Radiometer

- Composed of pyranometer pair for measuring incoming and outgoing shortwave radiation
- Composed of a pyrgeometer pair for measuring incoming and outgoing long wave radiation
- Short wave spectral range -0.3 to 2.8 μm
- Long wave spectral range -4.5 to 42 μm
- Sensitivity: 5 to 20 $\mu\text{V/W/m}^2$
- Temperature dependence of sensitivity (-10 to 40°C) <4 %
- Response time must be 19 seconds or quicker
- Non-linearity <1 %
- Operating temperature
 - -20 to 50°C

Item A6: Photosynthetically Active Radiation sensor (PAR) (410-690 μm or wider)

- Uniform sensitivity at wavelengths between 400-700 nm
- Calibration: $\pm 5\%$ traceable to the U.S. National Institute of Standards and Technology (NIST)
- Sensitivity: 5 μA to 10 μA per 1,000 $\mu\text{mol s}^{-1} \text{m}^{-2}$
- Response Time: Less than 1 μs
- Temperature Dependence: $\pm 0.15\%$ per °C maximum
- Tilt: No error induced from orientation
- Operating Temperature Range: – 20 to 50°C
- Relative Humidity Range: 0% to 100% RH, Non-Condensing
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier of 12 months meeting the warranty GCC15 on page 33.

Item A7: Soil Heat Flux sensors

- Operating temperature range -20°C to 70°C
- Accuracy 3% of reading or better
- sensitivity 50 $\mu\text{V/W/m}^2$ or better
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier meeting the warranty GCC15 on page 33

Item A8: Soil Temperature Sensors

- Suitable for average soil layer temperature measurements
- Suitable for long term deployment
- Accuracy $\pm 0.1^\circ\text{C}$
- Range -20°C to 50°C
- Compatible with Soil heat flux measurements
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any

portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier of 12 months meeting the warranty GCC15 on page 33.

Item A9: Soil Water Content Sensor

- Operational temperature range 0°C – 70°C
- Precision equal or better than 0.1% VWC
- Water content accuracy better than 3% of VWC
- Must be supplied with a tool to assist with insertion into the soil profile.
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier of 12 months meeting the warranty GCC15 on page 33.

Item A10: Data logger

- Must be compatible with all sensors listed above
- Must be compatible with all sensors listed above
- Must have at least 16 single-ended/8 differential (individually configured) inputs with the option of increasing number of channels with a multiplexer
- Equipped with 10 channels that can be configured as pulse counters
- Equipped with 4 voltage excitation channels
- Have at least 4 MB of battery backed up SRAM for CPU
- Have at least 70 MB flash memory, expandable.
- Equipped with microSD slot or other expanded storage potential
- Power consumption <60 mA at scan rate of 20 Hz with 12 Vdc
- Robust construction designed for deployment in harsh operating conditions
 - Operational temperature range -20- to 60°C
 - Shock and vibration tolerance
 - Surge electrostatic discharge protection
 - Over voltage protection.

Item A11: Multiplexer/channel expansion module

- Must be compatible with loggers mentioned above
- Must be compatible with thermocouples, soil moisture sensors, thermistors, potentiometers
- Able to accommodate up to 32 two wire single ended or differential sensors or 16 four wire sensors.
- Able to accommodate at least 35 soil moisture sensors when using common voltage supply
- Must consume less than 10 mA when active
- Must have a minimum OEM warranty period valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier meeting the warranty GCC15 on page 33.

Item A12 GPRS/GSM Modem with antenna and configured for communication.

Item A13: Automated download system for OEM or accredited supplier to check system and server used for remote downloading

Item A14: Calibration shrouds for CO₂/H₂O and CH₄ sensors

SECTION B: SYSTEM REPLACEMENT COMPONENTS AND SPARES SPECIFICATIONS

SAEON requires system replacement components and spares which meet the specifications detailed in Section B. These specifications have been written to ensure the compatibility to existing infrastructure.

Item B1: Enclosure desiccant packs must meet the following specifications:

- Contain silica gel desiccant
- Size – approximately 12 cm wide x 15 cm long
- Weight – 140-170 grams each (per packet)

Item B2: Kipp & Zonen CNR4 Net radiometer or equivalent drying cartridge, or equivalent

Item B3: Filters for Rotronic HC2S3 temperature & humidity sensor or equivalent must meet the following specifications:

- Must be made of polyethylene (ideally) or Teflon
- Must include filter carrier

Item B4: Filters for EE181 Air temperature & humidity sensor or equivalent

- Must be made of steel mesh (ideally) or Teflon
- Must include cap

Item B5: Filters for HygroVUE5 Air temperature & humidity sensor or equivalent

Item B6: Wicks set for IRGASON sonic anemometer or equivalent must meet the following specifications:

- Must include three upper transducer wicks
- Must include three lower transducer wicks
- Must include an installation tool
- Must include suitable adhesive

Item B7: Wicks set for IRGASON gas analyser or equivalent

- Must include top rain wick designed for IRGASON
- Must include bottom rain wick designed for IRGASON

Item B8: Molecular sieve/scrubber bottles for IRGASON (part number 32897) or equivalent

- Must be from the OEM
- Must be non-hazardous
- Must be zeolite based
- Must fit inside an IRGASON (22 gram container)

Item B9: Maintenance components for the CH₄ analyser (New equipment offered in this bid), including but not limited to :

- Desiccant
- Thermocouple
- Power supply and other fuse(s)
- Washer fluid

Item B10: Type E, Fine wire thermocouples

- maximum thickness of 0.76 µm (0.003")

Item B11: All Cables and mounting brackets for instruments included in section A

SECTION C: TECHNICAL SUPPORT SPECIFICATION

SAEON requires after Sales Service that meets the specifications detailed in Section C. These specifications have been written to ensure the compatibility to existing infrastructure.

OEM repairs and servicing:

The contracted bidder manages the movement of equipment between SAEON sites and the OEM as set out in the section Incidental Shipping Services (Gcc13) on page 10.

The OEM must provide quotation for major service and repairs on assessment of the instrument.

The payment to the OEM must be facilitated by the local supplier/contracted bidder.

Technical Support Specification

Due to the complex technical nature of maintaining an instrument network, SAEON technical staff sometimes requires assistance with setup, configuration and troubleshooting of weather station equipment.

Remote working conditions mean that this often requires the ability for SAEON technicians to make a phone call or send a text message to a qualified technical support person (preferably the OEM or trained by the OEM where possible) and receive a response within an hour while our technicians are on site.

SAEON requires the technical support to meet the following:

- Qualified technical support staff available by SMS, WhatsApp messages or calling, telephone, email and video calling (contact details to be provided upon contract signature with the details of the contract/key account manager) as detailed on page 11 and page 24.
- Qualified technical support staff must be able to assist with:

- Logger program setup and debugging
- Custom wiring
- Troubleshooting
- Instrument damage evaluation and repairs
- In person training where necessary

Cost of Technical Support

SAEON is aware based on previous experience that free technical support from the OEM is the norm when instruments such as those listed above are purchased. However there has been cases where this was stated in the bid proposal and was not the case when the contract was signed. Hence:

1. **Bidders must state that they provide such service free of charge.**
2. **If this is NOT the case, bidders must state that they charge any additional fees for technical support.**
3. **Where the bidder does charge, this must be listed in the pricing section.**

Note that SAEON reserves the right to seek additional support elsewhere.

Service Levels for Technical Support

The technical support must meet the respective level of performance set out in the section **Technical Support To Saeon Technical Team** on page 9.

Due diligence on the bidder's technical support proposition

Bidders' technical support capability will be evaluated by reviewing case studies of support provided by the bidder.

Bidders must submit three case studies from the African continent relating to eddy covariance within the last three years where remote technical assistance was provided.

Case studies will be reviewed as references and therefore must include:

- Name of company/customer
- Name of contact person to whom service was provided
- Current contact details of the customer (phone number and email)
- Date(s) of support provision
- Name and title/position of bidder's technical support staff member
- Technical support staff signature
- Brief description of the nature of the problem
- Outcome/result of the technical support intervention

A template for capturing bidder responses is provided as per the section **List Of Similar Projects Undertaken Previously Or Presently** on page 61.

As part of the bid evaluation, SAEON may contact the companies/persons provided and conduct a customer satisfaction survey as follows:

- Customer satisfaction with outcome, score 1-5 (where 1 is poor and 5 is excellent)
- Customer satisfaction with response time, score 1-5 (where 1 is poor and 5 is excellent)

SECTION D: AFTER SALES SERVICE SPECIFICATIONS:

- Bidders must be the accredited service supplier for the original equipment manufacturers (OEM).
- Bidders must submit proof that they are the accredited OEM supplier in South Africa. Such proof must be on the OEM letterhead and signature.
- Bidders must provide evidence of being able to supply all component spares and other consumables required for the running and operation of the instruments for the duration of the contract:
 - Stock of what items kept by the bidder, and/or
 - The stock supply lead time where spares are drawn from the OEM.
- The OEM and/or the bidder makes available software and firmware updates to SAEON for the duration of the contract. Bidders must state that these are a free service and where chargeable, must list the costs involved listed as a separate line item in the price list.
- The bidders must be able to facilitate the honouring of the OEM standard warranties on all components.

DUE DILIGENCE REFERENCES

- Bidders must submit three (3) written references from customers to whom the bidder has sold this instrument or a different model with similar capabilities within the last 5 years.
- The references must either use the template on page 60 or ensure that the reference letters include the following:
 1. A brief description of the Eddy Covariance instruments used (including type/model number), the service/work the bidder provided to the reference and the approximate value of the contract.
 2. -The reference must indicate whether the robustness and reliability of the EC equipment, delivery time of the EC equipment, responsiveness to requests for service and technical assistance, completion/delivery times of parts and services was below, met, or exceeded their expectations.
 3. The reference must indicate whether the technical support provided was below, met, or exceeded their expectations.
 4. The reference must indicate whether the availability of spare parts, consumables, and services for maintenance of instrument, as well as software and related assistance/services was below, met, or exceeded their expectations.
 5. The reference should provide an overall impression and comment on whether they would use the provider again.
 6. Contact details of references must be included.

All bidders whose references does not meet the minimum threshold of “Meets requirements” for each of the above will be disqualified.

CONTRACT MANAGEMENT

- Contract Manager:
 - SAEON appoints a contract manager to manage this contract and notifies the other party in writing of the name and contact details of the appointed contract manager.
 - The contracted bidder appoints a contract manager and notifies SAEON in writing of the name and contact details of the appointed contract manager.
 - The contracted bidder provides the details and procedures for technical support.
- Contract Communication
 - SAEON and the appointed bidder communicate in writing including through email except for technical support as per the channels above.
 - Each party maintains all contract documentation, communications, purchase orders, delivery verification, and correspondence for record purposes.
 - SAEON allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the appointed bidder contractor of these numbers.
 - The NRF will require any communication to contain the contract number.

MANDATORY QUALIFICATIONS TO ENTER SELECTION AND PRICING STAGES

Bidders failing to provide the following mandatory qualification documents including technical documentation are disqualified.

Bidders not complying with the qualifications and contract conditions including specification fail to

qualify for the price competition

1 Legal Details of Bidder.

- 1.1 . The bidder must return the completed enclosed SBD 1, sign it, and attach their detail CSD report. These will be verified against the CSD links to the respective databases i.e. CIPRO, Home Affairs.
- 1.2 Bidders must submit proof that they are the accredited OEM supplier in South Africa. Such proof must be on the OEM letterhead and signature.
- 1.3 Bidders must provide evidence (agency agreement) of being able to:
 - 1.3.1 Supply all components, spares, and other consumables required for the running and operation of the instruments for the duration of the contract:
 - 1.3.1.1 Stock of what items kept by the bidder.
 - 1.3.1.2 The stock supply lead time where spares are drawn from the OEM.
 - 1.3.2 Provide software/firmware updates:
 - 1.3.2.1 Updates to the software and firmware are provided free of charge or the basis of charging;
 - 1.3.2.2 Mode of delivery
 - 1.3.3 Facilitate honouring the OEM warranties
- 1.4 The bidder must provided an address where their workshop and technical staff may be visited.

2 Ethical requirements

- 2.1 The bidder must confirm that there are no interests with the NRF, has clean business practises, and has determined its bid independently from others as reflected on its signed submitted SBD 4

3 Legal Warranties (per GCC15):

- 3.1 The bidder must provide a list of OEM warranties covering all required equipment and components in accordance with the GCC warranty clause.

4 Proof of OEM's agent.

- 4.1 Bidders must submit proof that they are the accredited original equipment manufacturers (OEM) supplier in South Africa.

5 Technical Solution meeting requirements

Bidders must provide the following documentation, either as PDFs, links to PDFs or website addresses.

- 5.1 Bidders provide technical documentation for Item #A1.1 for the open path CO2/H2O eddy Covariance instrument
- 5.2 Bidders provide technical documentation for Item A1.2 for the enclosed pathCO2/H2O eddy Covariance instrument
- 5.3 Bidders provide technical documentation for Item #A2 for the CH4 eddy Covariance instrument
- 5.4 Bidders provide technical documentation for Item #A3 for the Air Temperature/ RH instrument specifications
- 5.5 Bidders provide technical documentation for Item #A4 for the Anemometer and wind direction sensor specifications
- 5.6 Bidders provide technical documentation for Item #A5 for the four component net radiometer specifications

- 5.7 Bidders provide technical documentation for item #A6 for the Photosynthetically Active Radiation instrument specifications
- 5.8 Bidders provide technical documentation for Item #A7 for the soil heat flux sensor specifications
- 5.9 Bidders provide technical documentation for Item #A8 for the Soil temperature instrument specifications
- 5.10 Bidders provide technical documentation for Item #A9 for the soil water content sensor specifications
- 5.11 Bidders provide technical documentation for Item #A10 for the Data Logger specifications
- 5.12 Bidders provide technical documentation for Item #A11 for the multichannel / expansion to the data logger specifications
- 5.13 Bidders provide technical documentation for Item #A12 for the GPRS/GSM modem specifications
- 5.14 Bidders provide technical documentation for Item #A13 for the Automated download system specifications
- 5.15 Bidders provide technical documentation for Item #A14 for the Calibration component specification
- 5.16 Bidders provide technical documentation for Item #B1 for the desiccant Pack specifications
- 5.17 Bidders provide technical documentation for Item #B2 for the CNR4 or equivalent drying cartridge specifications
- 5.18 Bidders provide technical documentation for Item #B3 for the temp sensor filters (HC2S3) specifications
- 5.19 Bidders provide technical documentation for Item #B4 for the temp sensor filters (EE181) specifications
- 5.20 Bidders provide technical documentation for Item #B5 for the temp sensor maintenance components (Hygrovue 5) specifications
- 5.21 Bidders provide technical documentation for Item #B6 for the IRGASON wick specifications
- 5.22 Bidders provide technical documentation for Item #B7 for the sonic anemometer wick specifications
- 5.23 Bidders provide technical documentation for Item #B8 for the IRGASON molecular scrubber
- 5.24 Bidders provide technical documentation for Item #B9 for the CH4 analyser maintenance components specifications
- 5.25 Bidders provide technical documentation for Item #B9 for the CH4 analyser maintenance components specifications
- 5.26 Bidders provide technical documentation for Item #B10 for the fine wire thermocouple specifications
- 5.27 Bidders provide technical documentation for introductory training course outline and mode of delivery.

6 Support meeting specifications

- 6.1 Bidders provide technical documentation for introductory training course outline and mode of delivery.
- 6.2 Bidders must provide three examples of publications where their EC System was used in an ecosystem productivity, ecohydrology or carbon dynamics study in a remote area.
- 6.3 Bidders to list their case studies/references per the schedule in the section List Of Similar Projects Undertaken Previously Or Presently on page 61.

6.4 Bidders must submit three case studies from the African continent relating to eddy covariance within the last three years where remote technical assistance was provided. Case studies will be reviewed as references and must include:

- 6.4.1 Name of company/customer
- 6.4.2 Name of contact person to whom service was provided
- 6.4.3 Current contact details of the customer (phone number and email)
- 6.4.4 Date(s) of support provision
- 6.4.5 Name and title/position of bidder's technical support staff member
- 6.4.6 Technical support staff signature
- 6.4.7 Brief description of the nature of the problem
- 6.4.8 Outcome/result of the technical support intervention Bidder.

6.5 Bidders must provide three written reference letters - section on page 58.

7 Pricing (in a separate envelope)

7.1 Completed pricing form SBD 3.2 per this document

7.2 Detail of costings requested:

- 7.2.1 Incidental shipping service
- 7.2.2 Delivery (provide rates to destinations listed)
- 7.2.3 Item C2. Technical support (provide rates if support is not included with items listed above)
- 7.2.4 Item C1. Software (provide itemised list downstream costs, if applicable, to upgrades of software and firmware)
- 7.2.5 Transport and delivery cost detailed per each delivery point

7.3 If preference points are being claimed for specific social goals, completed SBD6.1 claim form with proof of points being claimed attached Signed SBD 6.1.

SERVICE LEVEL MANAGEMENT

1 Managing service levels

- 1.1 If the appointed bidder fails to meet any performance levels including specification quality agreed to, the NRF (SAEON) contract manager will meet with the appointed bidder to resolve the issue.
- 1.2 The appointed bidder promptly corrects the failure and begins meeting the set performance levels.
- 1.3 The appointed bidder advises NRF (SAEON) as to the extent requested by NRF (SAEON) of the status of remedial efforts being undertaken with respect to such performance level failure.
- 1.4 The appointed bidder takes preventive measures to prevent the recurrence of the performance level failure.
- 1.5 Delays are managed in accordance with GCC21 on page 34.

2 Service levels for this contract

Service Level	Performance Standard	Target
Delivery of correct items as per order	Recipients evaluate shipment against order within a month of delivery	100% correct
Technical support	Response times to phone, text for	100% response within 24 hours

platforms 1	urgent matters	or less, in the hours of business on a business day: 1 hour for emergency requests from technicians on site, otherwise with 24 hours
Technical support platforms 2	Response time to emails for non-urgent matters	100% response time within 72 hours
Technical support quality	Support levels reviewed by SAEON technicians	Problems resolved or workable plans developed in 90% of cases

4.2 Penalties

Service Level	Consequences or remedies
Delivery of correct items as per order	Supplier corrects mistakes at own cost (shipping incorrect parts back to supplier and correct parts to SAEON) and reimburses SAEON of any loss suffered due to delivery issues, and the application of penalties as per GCC22.
Technical support platforms 1	Consideration of default in terms of GCC23 if poor performance continues. Poor service record considered for future tenders
Technical support platforms 2	Consideration of default in terms of GCC23 if poor performance continues. Poor service record considered for future tenders
Technical support quality	. Consideration of default in terms of GCC23 if poor performance continues. Poor service record considered for future tenders

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid (Contract Part A and Part B) where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1 Definitions - The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not

	restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“GCC” mean the General Conditions of Contract.
1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“Project site”, where applicable, means the place indicated in bidding documents.
1.21	“Purchaser” means the organization purchasing the goods.
1.22	“Republic” means the Republic of South Africa.
1.23	“SCC” means the Special Conditions of Contract.
1.24	“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services, or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	<p>Copyright and Intellectual Property</p> <p>Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p>

All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The supplier grants the purchaser a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the purchaser to obtain the full benefit of the contracted deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the purchaser unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an append to this contract.

Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

The supplier agrees to assist the purchaser in obtaining statutory protection for the contract intellectual property at the expense of the purchaser wherever the purchaser may choose to obtain such statutory protection.

The supplier shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the purchaser or as the purchaser may direct, and to support the purchaser or its nominee, in the prosecution and enforcement thereof in any country in the world.

The supplier irrevocably appoints the purchaser to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the purchaser, in its discretion, requires in order to give effect to the terms of this clause.

SCC5B Confidentiality

Each party shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during the consistency of the Contract and after termination of the Contract. Without the prior consent of the other party, each party will keep confidential and will not:

- Disclose the confidential information, directly or indirectly, to any person or entity;
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The parties shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information abide by the undertakings in this clause both during the term of their associations with the parties and after termination of their respective associations with the parties, not to

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The parties shall take all such steps as may be reasonably necessary to prevent the

confidential information from falling into the hands of any unauthorised third party.

- The undertakings set out in this clause shall not apply to confidential information, which the parties are able to prove:
- Was independently developed or in the possession of the recipient prior to its involvement with the other party;
- Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties;
- Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the other party, or
- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure.
- Each party shall within one (1) month of receipt of a written request from the other party to do so, return to that party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:
 - All written disclosures;
 - All written transcripts of confidential information disclosed verbally; and
 - All material embodiments of the contract intellectual property.

The parties acknowledge that the confidential information was made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

Each party acknowledges that the unauthorised disclosure of confidential information may cause harm to the other party. Each party agrees that, in the event of a breach or threatened breach of confidentiality, the other party is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

SCC5C Copyright and Intellectual Property

The supplier hereby gives the purchaser permission, in terms of the Protection of Personal Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.

GCC6 Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

GCC7 Performance security

7.1 Within thirty days (30) of receipt of the notification of contract award, the successful bidder

	shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by the purchaser over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	The appointed bidder supplier carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document (Contract Part A and B), it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere (Contract Part A and B), the term “may” in GCC14 is replaced by the term “shall”, the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to the purchaser and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the

	purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	Specified in sections Contract Part A and B elsewhere in this document.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of invoice or claim by the purchaser from the supplier which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	Special conditions are stated in the section Contract Part B on page 43.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser

	shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the penalties as stipulated in the Service Performance Levels table in the bid document.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to

	provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing,

	the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 ¹	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

¹ Research

EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Decision Scheme	Bid Section Reference
Signed SBD 4		Mandatory	Has the bidder declared any unethical behaviour? The bidder is not disbarred?	GO/NO GO	Pages 21 and 51 to 53
Signed SBD 4		Mandatory	Has the bidder signed the SBD 4?	GO/NO GO	Pages 21 and 51 to 53
Signed SBD 6.1		Mandatory	Does the bidder's signed preference claim, where applying, support the specific goals?	GO/NO GO	Pages 53 to 58
B-BBEE certificate or sworn affidavit		Optional	Does the evidence support the preference points being claimed?	GO/NO GO	Pages 53 to 58
Signed SBD 3.2		Mandatory	<ul style="list-style-type: none"> Did the bidder submit a completed and signed SBD 3.2 pricing schedule? The the pricing data placed in a separate envelope? Did the bidder provide price detail as requested to allow a fair evaluation of the total price?	GO/NO GO GO/NO GO GO/NO GO	Pages 21 and 44 to 46
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1? Has the bidder completed the SBD 1 and provided their CSD report?	GO/NO GO GO/NO GO	Pages 21, 48 to 50 and 61
Address		Mandatory	Has the bidder provided an address where their workshop and technical staff may be visited	GO/NO GO	Page 21
Warranty list		Mandatory	Has the bidder provided a warranty list that covers all required components?	GO/NO GO	Page 21 and 10 to 21
Instrument brochure		Mandatory	Are the specifications for the open path CO2/H2O eddy	GO/NO GO	Item #A1.1 Pages 21 and 10 to 17

			Covariance instrument met? met?		
Instrument Brochure		Mandatory	Are the specifications for the enclosed pathCO2/H2O eddy Covariance instrument met? met?	GO/NO GO	Item A1.2 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the specifications for the CH4 eddy Covariance instrument met? met?	GO/NO GO	Item #A2 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the Air Temperature/ RH instrument specifications met?	GO/NO GO	Item #A3 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the Anemometer and wind direction sensor specifications met?	GO/NO GO	Item #A4 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the four component net radiometer specifications met?	GO/NO GO	Item #A5 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the Photosynthetically Active Radiation instrument specifications met?	GO/NO GO	Item #A6 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the soil heat flux sensor specifications met?	GO/NO GO	Item #A7 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the Soil temperature instrument specifications met?	GO/NO GO	Item #A8 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the soil water content sensor specifications met?	GO/NO GO	Item #A9 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the Data Logger specifications met?	GO/NO GO	Item #A10 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the multichannel / expansion to the data logger specifications met?	GO/NO GO	Item #A11 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the GPRS/GSM modem specifications met?	GO/NO GO	Item #A12 Pages 21 and 10 to 17
Instrument brochure		Mandatory	Are the Automated download system specifications met?	GO/NO GO	Item #A13 Pages 21 and 10 to 17
Instrument		Mandatory	Are the Calibration	GO/NO GO	Item #A14 Pages 21

brochure			component specifications met?		and 10 to 17
Instrument brochure		Mandatory	Are the desiccant Pack specifications met?	GO/NO GO	Item #B1 Pages 21 and 17 to 18
Instrument brochure		Mandatory	Are the CNR4 or equivalent drying cartridge specifications met?	GO/NO GO	Item #B2 Pages 21 and 17 to 18
Instrument brochure		Mandatory	Are the temp sensor filters (HC2S3) specifications met?	GO/NO GO	Item #B3 Pages 21 and 17 to 18
Instrument brochure		Mandatory	Are the temp sensor filters (EE181) specifications met?	GO/NO GO	Item #B4 Pages 21 and 17 to 18
Instrument brochure		Mandatory	Are the temp sensor maintenance components (Hygrovue 5) specifications met?	GO/NO GO	Item #B5 Pages 21 and 17 to 18
Design specifications		Mandatory	Are the IRGASON wick specifications met?	GO/NO GO	Item #B6 Pages 21 and 17 to 18
Instrument brochures		Mandatory	Are the sonic anemometer wick specifications met?	GO/NO GO	Item #B7 Pages 21 and 17 to 18
Instrument brochures		Mandatory	Are the IRGASON molecular scrubber met?	GO/NO GO	Item #B8 Pages 21 and 17 to 18
Instrument brochure		Mandatory	Are the CH ₄ analyser maintenance components specifications met?	GO/NO GO	Item #B9 Pages 21 and 17 to 18
Instrument brochure		Mandatory	Are the fine wire thermocouple specifications met?	GO/NO GO	Item #B10 Pages 21 and 17 to 18
Technical documentation / Brochures		Mandatory	Do the brochures provide a maintenance schedule illustrating the need for the replacement components and spares for maintenance and calibration as detailed?	GO/NO GO	Item #B11 Pages 21 and 17 to 18
Case studies		Mandatory	Have three case studies been supplied with the specified details?	GO/NO GO	Pages 21 and 18 to 21

			Does the case studies demonstrate the bidder's ability to deliver the contract?	GO/NO GO	
Reference letters		Mandatory	Do the reference letters and the clients contacted from the clients schedule demonstrate the bidder has met or exceed requirements?	GO/NO GO	Pages 21 & 18 to 21
OEM agent certificate		Mandatory	Does the provided Agency agreement state the supplier can: <ul style="list-style-type: none"> • Supply components and spares of equipment offered? • Provide software/firmware updates? • Facilitate honouring the OEM warranties? 	GO/NO GO GO/NO GO GO/NO GO	Pages 21 and 18 to 21
Software and firmware technical document		Mandatory	Does the software and firmware have the specified capabilities? Does the bidder provide updates?	GO/NO GO GO/NO GO	Pages 21 and 18 to 21

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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CONTRACT PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined in the following price conditions.

1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Price Adjustment Rules: The business unit will not consider any other unit price variations. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence.
8.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	Delivery Points: As listed in the section on page 9 For pricing purposes - offices listed/

BID PRICE SCHEDULE (SBD 3.2)

Please complete SBD 3.2 below and submit it along with any other pricing documents in a separate envelope (stand-alone)

DESCRIPTION	Unit price	% Unit price that depends on RoE ²	Base ³ RoE	Number of units and Unit of measure	VAT	TOTAL (INCLUDES VAT of 15%)
Item A1.1: Eddy Covariance instrumentation for CO ₂ and H ₂ O measurements				1 each		
Item A1.2: Enclosed Path System				1 each		
Item A2: EC System for Methane				1 each		
Item A3: Integrated Air Temperature and Relative Humidity Sensor(s)				1 each		
Item A4: Anemometer and Wind Direction Sensor				1 each		
Item A5: Four-Component Net Radiometer				1 each		
Item A6: Photosynthetically Active Radiation sensor (PAR)				1 each		
Item A7: Soil Heat Flux sensors				1 each		
Item A8: Soil Temperature Sensors				1 each		

² RoE: Rate of Exchange. Bidders must not include local margins, mark-up, local overheads, local labour, local clearing charges, or local transport in this percentage.

³ This is the Rate of Exchange used for the quoted unit price. For the price competition, a standardised rate will be used.

DESCRIPTION	Unit price	% Unit price that depends on RoE ²	Base ³ RoE	Number of units and Unit of measure	VAT	TOTAL (INCLUDEs VAT of 15%)
Item A9: Soil Water Content Sensor				1 each		
Item A10: Data logger				1 each		
Item A11: Multiplexer/channel expansion module				1 each		
Item A12: GPRS/GSM Modem with antenna				1 each		
Item A13: Automated download system for OEM or accredited supplier				1 each		
Item A114: Calibration shrouds for CO2/H2O and CH4 sensors				1 each		
Item B1: Enclosure desiccant pack				1 each		
Item B2: Kipp & Zonen CNR4 Net radiometer or equivalent drying cartridge				1 each		
Item B3: Filters for Rotronic HC2S3 temperature & humidity sensor or equivalent				1 each		
Item B4: Filters for EE181 Air temperature & humidity sensor or equivalent				1 each		
Item B5: Filters for HygroVUE5 Air temperature & humidity sensor or equivalent				1 each		
Item B6: Wicks set for IRGASON sonic anemometer or equivalent				1 each		

DESCRIPTION	Unit price	% Unit price that depends on RoE ²	Base ³ RoE	Number of units and Unit of measure	VAT	TOTAL (INCLUDEs VAT of 15%)
Item B7: Wicks set for IRGASON gas analyser or equivalent				1 each		
Item B8: Molecular sieve/scrubber bottles for IRGASON (part number 32897) or equivalent				1 each		
Item B9: Maintenance components for the CH4 analyser (attach separate schedule listing components)				1 each		
Item B10: Type E, Fine wire thermocouples				1 each		
Item B11: Cables and mounting brackets (for instruments included in section A) (attach separate schedule listing components)				1 each		
Item C1. Software (attach separate schedule listing components) (provide itemised list of downstream costs to upgrades,if applicable)				1 each plus 5 annual upgrades should this be necessary and charged		
Item C2. Technical support (provide rates if support is not included with items listed above)				1		
Delivery (provide rates to destinations listed)				1 delivery per destination		
Incidental shipping service				1		
TOTAL BID PRICE FOR PRICE EVALUATION INCLUSIVE OF VAT			R			

NB: the above total price is the bid offer price for the price competition set out in the section THE BIDDER SELECTION PROCEDURE on page 6 to allow a fair price competition. Actual contract price will be calculated from the sum of all purchase orders issued under this contract as operational need requires i.e quantities will be greater than 1 of the initial purchase orders.

CONTRACT PART C – RETURN DOCUMENTS

INVITATION TO BID (SBD 1)	
Bid number	NRF/SAEON EFTEON/63/2023-24
Closing date and time	30 April 2024 at 11:00 AM
The NRF recognises the date and time as recorded on its systems for closure purposes.	
SUMMARY OF BID REQUIREMENTS	
Supply and delivery of eddy covariance equipment for the measurement of the exchange of carbon dioxide, water vapour and methane, as well as components, spares and technical training and support for a period of five years to SAEON Node and Research Infrastructure offices.	
Number of original bid documents for contract signing	2
Two envelope system	Yes
Price validity period from date of closure	One hundred and twenty (120) days

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			

VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	
NON-RESIDENTS QUESTIONNAIRE					
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).					
BID SUBMISSION RULES					
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.				
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.				
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.				
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.				
TAX COMPLIANCE REQUIREMENTS					
1.	Bidder must ensure compliance with their tax obligations.				

2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁴ in the enterprise, employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

- 2.2.1 If so, furnish particulars:

⁴ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.

SBD 6.1 - PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

- c) Either the **90/10 or 80/20 reference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

SBD 6.1 - PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

SBD 6.1 - PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

SBD 6.1 - PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

Bid Description: Supply and delivery of eddy covariance equipment for the measurement of the exchange of carbon dioxide, water vapour and methane, as well as components, spares and technical training and support for a period of five years to SAEON Node and Research Infrastructure offices.

Describe the service/work the above bidder provided to you below

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Technical Strength – Does the bidder use the latest equipment and methods?			
Satisfied with the project management of the delivery of new equipment?			
Customer centricity			
Disputes resolution			
Satisfaction with quality of consumable and spares used			
Satisfaction with the work done			
Reliability			
Service delivery scheduling and implementation			
After sales support			
Satisfaction with remote support			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	

LIST OF SIMILAR PROJECTS UNDERTAKEN PREVIOUSLY OR PRESENTLY

[illegible]

BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)