



**iThemba
LABS**
Laboratory for Accelerator
Based Sciences

INVITATION TO BID

SUPPLY AND DELIVERY OF FILL-EASE STERILE 5 ML VIALS AND FILL-EASE STERILE 10 ML VIALS, DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS BEGINNING SILVERY ALUMINIUM, DUAL-LAYER PACKING - 10 PIECES PER PACK FOR A PERIOD OF FIVE (5) YEARS.

Bidder Name: _____

Number: NRF/ILABS IOP/27/2020-21

Briefing Session: N/A

Closing date: 03 August 2021

Closing time: 11:00AM

Bid box address Tender Box, Main Security Gate, iThemba LABS,
Old Faure Road, Faure
Western Cape, 7131, South Africa
GPS coordinates: 34.025°S 18.716°E
Dimensions of tender box opening: 300 mm x 20 mm

Envelope addressing On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address

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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation ("NRF") is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the AGSA on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

Please visit the NRF website (www.nrf.ac.za) for more information.

INTRODUCTION TO THE BUSINESS UNIT

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and applied nuclear physics research using particle beams
- Research radiation biophysics
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research.

Please visit the iThemba LABS website (www.tlabs.ac.za) for more information.

CONTEXT OF THIS PROCUREMENT NEED

Supply and Delivery of Fill-Ease sterile 5 ml vials and Fill-Ease sterile 10 ml vials, dual-layer packing - 10 pieces per pack including rubber stoppers and sterile metal caps beginning silvery aluminium, dual-layer packing - 10 pieces per pack for a period of Five (5) Years at iThemba LABS, Faure, Cape Town.

Sterile vials are used for dispensing the final product radiopharmaceutical such as 18F-FDG and I-123. This is performed under a cleanroom sterile environment. These sterile vials are expected to fit in existing sized lead pots which are placed in existing sized shipping containers that are shipped to nuclear medicine departments at hospitals/clinics nationwide by road or air.

PART A - CONTRACT

DETAILED SPECIFICATIONS

Silvery Aluminum Cover (Metal cap)

Certificate of Analysis stating all the specified information tabulated below upon delivery including the results for the product.

Appearance	Clean, no residue lubricant, burr and damage
Colour	Silvery
Inner diameter	20.00mm $\pm$ 0.20 mm
Thickness	0.20 mm $\pm$ 0.02 mm
Depth	7.20 mm $\pm$ 0.20 mm
Convex edge	$\leq$ 3%
Resistance to sterilization	Surface no change, no uplift or fall off
Coating soundness	Coating without any wear
Test for sterility	Current USP <71> Passed test
Material	Aluminum
Storage	Store at Room Temperature
Stability	2 years from date of manufacturing
Manufactured according to these requirements	GMP, ISO 9001 and ISO 13485
Packaging	Dual-Layer Packing – 10 caps / pack Products in full compliance with cGMP requirements - Inner layer packed in Class A environment - Outer layer packed in Class C environment
GMP Compliance	GMP Certificate
ISO Certificates	ISO 9001 and ISO 13485
Expiry date	At least 12 months after date of delivery
Certificate of Analysis	Provided upon delivery

5 ml Sterile Vials including rubber stopper

Filling volume	8.0 ml $\pm$ 0.5 ml
Height	36.0 mm $\pm$ 0.5 mm
Thickness of bottle-lip	3.9 mm $\pm$ 0.2 mm
Effective height of bottle-body	25.0 mm $\pm$ 1.0 mm
Outer diameter of bottle-mouth	19.8 mm $\pm$ 0.2 mm
Inner diameter of bottle-mouth	12.6 mm $\pm$ 0.2 mm
Outer diameter of bottle-neck	15.8 mm $\pm$ 0.3 mm
Body diameter	22.0 mm $\pm$ 0.2 mm
Material	Neutral borosilicate glass
Sealing type	Chlorobutyl rubber stopper
Storage	Store at Room Temperature
Manufactured according to these requirements	GMP, ISO 9001 and ISO 13485
Packaging	Dual-Layer Packing – 10 vials / pack including rubber stoppers Products in full compliance with cGMP requirements - Inner layer packed in Class A environment - Outer layer packed in Class C environment
GMP Compliance	GMP Certificate
ISO Certificates	ISO 9001 and ISO 13485
Expiry date	At least 12 months after date of delivery
Tested for	Sterility and Bacterial endotoxins
Certificate of Analysis	Provided upon delivery

Certificate of Analysis stating all the specified information tabulated below upon delivery including the results for the product – 5 Sterile Vials including Rubber Stoppers.

	Method used	Specification
Vial	Current USP <660> Current EP <3.2.1>	Bottle for injection glass type I
Stopper	Current USP <381> Current EP <3.2.9>	Chlorobutyl rubber stopper with Teflon, no latex
Appearance	Visual inspection	Integrity, no obvious spots and scratches
Test for sterility	Current USP <71> Current EP <2.6.1>	Passed test

Bacterial Endotoxin	Current USP <85> Current EP <2.6.14>	Conforms
Particles, $\geq 25 \mu\text{m}$	Current USP <788> Current EP <2.6.19>	<150
Particles, $\geq 10 \mu\text{m}$	Current USP <788> Current EP <2.6.19>	<1500
Sealing Capacity	In-house test	No leak

10 ml Sterile Vial including rubber stopper

Filling volume	12.0 ml $\pm$ 0.5 ml
Height	49.5 mm $\pm$ 0.5 mm
Thickness of bottle-lip	3.9 mm $\pm$ 0.2 mm
Height of bottle-neck	3.5 mm $\pm$ 0.3 mm
Effective height of bottle-body	38.0 mm $\pm$ 1.0 mm
Outer diameter of bottle-mouth	19.8 mm $\pm$ 0.2 mm
Inner diameter of bottle-mouth	12.6 mm $\pm$ 0.2 mm
Outer diameter of bottle-neck	15.8 mm $\pm$ 0.3 mm
Body diameter	22.0 mm $\pm$ 0.2 mm
Material	Neutral borosilicate glass
Sealing type	Chlorobutyl rubber stopper
Storage	Store at Room Temperature
Manufactured according to these requirements	GMP, ISO 9001 and ISO 13485
Packaging	Dual-Layer Packing – 10 vials / pack including rubber stoppers Products in full compliance with cGMP requirements - Inner layer packed in Class A environment - Outer layer packed in Class C environment
GMP Compliance	GMP Certificate
ISO Certificates	ISO 9001 and ISO 13485
Expiry date	At least 12 months after date of delivery
Tested for	Sterility and Bacterial endotoxins
Certificate of Analysis	Provided upon delivery

Certificate of Analysis stating all the specified information tabulated below upon delivery including the results for the product – 10 Sterile Vials including Rubber Stoppers.

	Method used	Specification
Vial	Current USP <660> Current EP <3.2.1>	Bottle for injection glass type I
Stopper	Current USP <381> Current EP <3.2.9>	Chlorobutyl rubber stopper with Teflon, no latex
Appearance	Visual inspection	Integrity, no obvious spots and scratches
Test for sterility	Current USP <71> Current EP <2.6.1>	Passed test
Bacterial Endotoxin	Current USP <85> Current EP <2.6.14>	Conforms
Particles, $\geq 25 \mu\text{m}$	Current USP <788> Current EP <2.6.19>	<150
Particles, $\geq 10 \mu\text{m}$	Current USP <788> Current EP <2.6.19>	<1500
Sealing Capacity	In-house test	No leak

CONTRACT PERIOD

The contractual period for this bid five (5) years.

Commencement will be date of final signature on the SBD 7.1 Contract Form.

SPECIAL CONDITIONS FOR CONTRACT MANAGEMENT

A Supply Agreement (SLA) to be signed post award.

Implementation planning and project management

The contracted provider will arrange an initial meeting to determine final delivery execution with the assigned NRF project team in terms of the specified delivery management in this document. Both parties agree on the finalised timetable stating clearly the commencement date and completion date of each stage of the implementation. The institution will issue purchase orders with the finalised delivery management timings as a project control tool.

Performance verification (General Condition of Contract Clause No 16)

The NRF appointed contract manager verifies the performance of this contract with reference to the required delivered equipment and commissioning services and any other element specified in this contract.

Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost, and total value on the same signed document.

Contract due diligence during the contract period

The NRF has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.

Communication (General Condition of Contract Clause No: 31)

The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.

Payment (General Condition of Contract Clause No: 16)

Payment terms are within 30 working days of receipt of invoice issued following successful acceptance tests and earlier where the invoices are accompanied by signed delivery validation documents including the iThemba agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

It is in the interests of the appointed bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged on late payment will be charged to the appointed bidder where these costs arose from non-adherence to the above.

Prices (General Condition of Contract Clause No: 17)

The price schedule for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid with the NRF with the exception of any price adjustments authorized in this section.

1.	Exceptions: Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and spare parts.
2.	Price Adjustment Rules: Price adjustments and their corresponding rules for the managing of price risks based on the NRF and the contracted bidder sharing the risk equally.
3.	Commitment to Contracted Services Provider: The NRF, through the signed contract, guarantees its procurement of the event management services from the contracted party only where the contractor meets the contractual performance levels.
4.	Calculating the Bid Ceiling Price: The NRF provides bidding quantities to bidders for calculating their bid ceiling price that allows for a fair and equal comparison equitable to all bidders for award selection.
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the expiry/completion date of the contract.

Subcontract (General Condition of Contract Clause No: 20) (If Applicable)

Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.

Termination for default (General Condition of Contract Clause No: 23)

In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.

PERFORMANCE LEVELS (General Condition of Contract Clause No: 22)

If the contracted bidder fails to meet any performance level:

- a. The contracted bidder shall investigate and report on the root causes of the performance level failure;
- b. Promptly correct the failure and begin meeting the set performance levels;
- c. Advise the NRF as to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
- d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.
- e. The Project Leader, Ms Charisse Perrang will be responsible to verify the performance level of the of the contractor.

STATEMENT OF PERFORMANCE LEVELS

Performance being measured	Measurement	Penalty trigger level	Penalty
Successful delivery of consignments to client address with an expiration date of 12 months	Delivery within specified time to client – 4 weeks from date of Purchase of Order	Beyond specified time	2% of the original specific invoice value
With each batch delivered a Certificate of Analysis to be submitted.	Certificate of Analysis issued	No issued certificate	No payment until certificate submitted.
GMP (Good Manufacturing Practice) certificate stating that the bidder was inspected in accordance with the ICH Q7 guideline must be submitted	GMP certificate issued must be valid for the contracting year	No issued GMP certificate or not valid for contracting year	No payment until valid GMP certificated submitted.
A copy of the ISO 9001 and ISO 13485 certificate of the laboratory must be submitted.	ISO 9001 and ISO 13485 certificate must be valid for the contracting period	No issued ISO 9001 and ISO 13485 certificate or not valid for the contracting period	No payment until valid ISO 17025 and ISO 13485 certificate submitted.

EVALUATION PROCESS

A multiple stage process, with sub-stages when required, is followed:

Administrative stage (One): (CSD registered/SBD's//Specification Eligibility/datasheet) Compliance with administrative and evaluation requirements as stated in Part A. All bidders that fail to meet these requirements are disqualified from further evaluation.

Technical stage (Two): Compliant bidders will be evaluated based on the technical compliance in Part A - Quality Evaluation. This stage may consist of multiple sub-stages as set out in Part A. All bidders that fail to meet the technical minimum are disqualified from further evaluation.

Scoring stage (Three): Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1 in accordance with the PPPFA.

<u>Returnable Document Checklist to QUALITY EVALUATION</u>				
Returnable Documents		Specification		
(M – Mandatory); (O – Optional)		Submitted	Bid Section Reference	Reference to Bidder's document
<u>Bidder Eligibility Administration</u>				
Procurement Invitation (SBD 1), signed and completed	M	☐ Yes ☐ No	Page 31	
Verify the standard bidding documents are clear for conflict of interest (SBD 4); clean past SCM practices (SBD 8); independence in bid determination (SBD 9), and signed offer (SBD 1).	M	☐ Yes ☐ No	Pages 31, 38, 40	
Verify the claimed preference points to the bidder's Preference Points Claimed (SBD 6.1) and the valid BBBEE certificate	O	☐ Yes ☐ No	Page 37	
Verify that the bidder is tax compliant on the CSD Report	M	☐ Yes ☐ No		
Authority for Signatory	M	☐ Yes ☐ No		
<u>Specification Eligibility</u>				
Certificate of Analysis for last three (3) batches to be submitted	M	☐ Yes ☐ No	Page 5-9	
GMP (Good Manufacturing Practice) certificate must be submitted and valid at time of bid.	M	☐ Yes ☐ No	Page 5-9	
A copy of the ISO 9001 certificate of the laboratory must be submitted and valid at time of bid.	M	☐ Yes ☐ No	Page 5-9	
A copy of the ISO 13485 certificate of the laboratory must be submitted and valid at time of bid.	M	☐ Yes ☐ No	Page 5-9	
List of companies supplied with a minimum quantity of Fill-Ease sterile 5 ml vials and Fill-Ease sterile 10 ml vials, dual-layer packing - 10 pieces per pack including rubber stoppers and sterile metal caps.	M	☐ Yes ☐ No	Page 5-9	
Three (3) written references with contact details for those whom the bidder has provided the same services to (template on page 42)	M	☐ Yes ☐ No	Page 42	
Reference 1: From:				
Reference 2: From:				
Reference 3: From:				
Three (3) written references submitted "meet requirements"?	M	☐ Yes ☐ No	Page 42	

Returnable Documents	Pricing			
Full Pricing in the format provided in this document in PART B : Pricing	M	☐ Yes ☐ No	Page 27-30	

NB	Bidders who have not provided any of the above Mandatory Requirements will be disqualified from the process and not proceed to Price and BBEE.
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BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.

CENTRAL SUPPLIER DATABASE REGISTRATION

The NRF requests bidders to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.

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 National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation 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 Bid Invitation, including on-site presentations.

COUNTER PROPOSALS

No counter proposals 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 technical selection phase.

- a) All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box.
- b) Bidders are required to package their response/Bid as follows:
 - **Volume 1 Part A** : **Bid Forms and Compliance Response**
 - **Volume 1 Part B** : **Technical Response (response to scope of work)**
 - **Volume 2** : **Financial Proposal and Bid Submission Form**

COLLUSION, FRAUD AND CORRUPTION

Any effort by 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 spirit of broad based black economic empowerment and recognizes that achieving 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, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

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. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party 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;

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“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;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“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) together with the JBCC contract which has been signed by the awarded bidder and the National Research Foundation;

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

“Functionality” means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

“Proof of B-BBEE status level of contributor” means:

- a. B-BBEE Status level certificate issued by an authorized body or person;
- b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- c. Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

Checking Tax Compliance

The NRF verifies tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their c) tax questionnaire to South Africa Revenue Services.

Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

Cancellation of the Bid prior to Award

The NRF cancels the Bid Invitation prior to making an award where

- 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
- c. A material irregularity occurred in the bid process, or
- d. 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 pre-determined market price range.
- e. Where the bid price falls outside the allocated budget for the project.

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

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 therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions in the Special Condition of Contract Section in above in Part A.

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" 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.

GENERAL CONDITIONS OF CONTRACT	
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 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.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser's prior written consent, 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 make, without the purchaser's prior written consent, 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	Copyright and Intellectual Property Intellectual property are creations 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). Background intellectual property is the intellectual property pertaining to this contract, created, and owned by any of the contracted parties to this contract prior to the effective date of this contract. Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract. 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 contracted supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.

GENERAL CONDITIONS OF CONTRACT

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).

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 contracted supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.

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

The contracted supplier/party irrevocably appoints the National Research Foundation 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 National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

SCC5B

Confidentiality

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:

- a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.
- b. 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
- c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- a. Disclose the confidential information to any third party, or
- b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- c. The recipient 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 recipient is able to prove:

- a. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
- b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- c. 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 National Research Foundation, or
- d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- a. All written disclosures received from the NRF;
- b. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
- c. All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information 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 to the recipient, 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.

The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF 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.

GENERAL CONDITIONS OF CONTRACT

SCC5C	Protection of Private Information The supplier hereby gives the NRF permission, in terms of the Protection of Private 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 a 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.
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 contract makes no mention, 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

GENERAL CONDITIONS OF CONTRACT	
	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.
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	The goods supplied under the contract are 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.
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: 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.
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.
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.

GENERAL CONDITIONS OF CONTRACT	
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.
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.
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.
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 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, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
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

GENERAL CONDITIONS OF CONTRACT

	in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
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 judgment 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 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 Officer / Authority will, at the discretion of the Accounting Officer / 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 Officer / Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 The name and address of the supplier and / or person restricted by the purchaser; 23.6.2 The date of commencement of the restriction 23.6.3 The period of restriction; and 23.6.4 The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
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 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

GENERAL CONDITIONS OF CONTRACT	
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.
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
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
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

GENERAL CONDITIONS OF CONTRACT	
	in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
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	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.

PART B - PRICING

Submit pricing in separate envelope (stand-alone)

PRICING DETAIL

NAME OF SUPPLIER:

1.	Pricing Schedule is for the Duration of the Contract. The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract. Where the contract allows for adjusting prices for external factors, the NRF only accepts price adjustments where these are the result of documented external factors as permitted in the conditions of this contract. The NRF requires open disclosure of the workings for the each price change that is permitted in this contract including the use of an independent public index available to all determining the percentage change being applied and, where stated in the contract, the NRF's appointed agent verifies the quantum and accuracy. The Cost Price Adjustment is calculated as set out in the Cost Price Adjustment Schedule section in this document. Quantities over the Contract Period: The NRF states the set quantities and, where the nature of the activity requires re-measurement after the activity completion, where the NRF allows re-measured quantities.
2.	Estimated or Re-measurable Quantities over the Contract Period: The NRF states estimated quantities and the methodology to re-measure actual quantities once the work has been completed. For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing. The NRF states that reason for estimation and the rules applying to the movement from estimates to determined price that apply during the contract in this contract document.
3.	Application of Preference Points: Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.
4.	Ceiling Price Calculation: The ceiling price is the price on the Form of Offer and Acceptance as amended by the conditions within this contract.
5.	Commitment to Contracted Service Provider: The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services from the contracted party only.
6.	Commitment of funding to the Contract: The NRF, when issuing the written purchase order under the contract, guarantees that the funding is available for the value of that purchase order.
7.	Price Quotation Basis: Price quoted is fully inclusive of all costs to deliver the services and/or goods to the specified NRF price delivery point and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1, and 32.2.
8.	Price Delivery Point: In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.
9.	The NRF reserves the right to reject overpriced bids or under-priced bids outside the identified price range for the bid to avoid future variations and/or deviations.

Submit pricing in separate envelope (stand-alone)

PRICING DETAIL

NAME OF SUPPLIER:

Pricing Schedule fill-ease sterile 5 ml vials

No	QTY	DESCRIPTION	UOM	per year	UNIT PRICE per vial	TOTAL PRICE per 3000 (Inclusive of 15% VAT)
Year 1	3000 X 5 ML VIAL	FILL-EASE STERILE 5 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	5 ML	3000		
Year 1		TRANSPORT COST FOR DELIVERY OF 5 ML VIALS	EA	1 delivery per year		
Year 2	3000 X 5 ML VIAL	FILL-EASE STERILE 5 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	5 ML	3000		
Year 2		TRANSPORT COST FOR DELIVERY OF 5 ML VIALS	EA	1 delivery per year		
Year 3	3000 X 5 ML VIAL	FILL-EASE STERILE 5 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	5 ML	3000		
Year 3		TRANSPORT COST FOR DELIVERY OF 5 ML VIALS	EA	1 delivery per year		

Submit pricing in separate envelope (stand-alone)

PRICING DETAIL

NAME OF SUPPLIER:

Year 4	3000 X 5 ML VIAL	FILL-EASE STERILE 5 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	5 ML	3000		
Year 4		TRANSPORT COST FOR DELIVERY OF 5 ML VIALS	EA	1 delivery per year		
Year 5	3000 X 5 ML VIAL	FILL-EASE STERILE 5 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	5 ML	3000		
Year 5		TRANSPORT COST FOR DELIVERY OF 5 ML VIALS	EA	1 delivery per year		
SUBTOTAL FILL-EASE STERILE 5 ML VIALS						
Pricing Schedule fill-ease sterile 10 ml vials						
Year 1	3000 X 10 ML VIAL	FILL-EASE STERILE 10 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	10 ML	3000		
Year 1		TRANSPORT COST FOR DELIVERY OF 10 ML VIALS	EA	1 delivery per year		

Submit pricing in separate envelope (stand-alone)

PRICING DETAIL

NAME OF SUPPLIER:

Year 2	3000 X 10 ML VIAL	FILL-EASE STERILE 10 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	10 ML	3000		
Year 2		TRANSPORT COST FOR DELIVERY OF 10 ML VIALS	EA	1 delivery per year		
Year 3	3000 X 10 ML VIAL	FILL-EASE STERILE 10 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	10 ML	3000		
Year 3		TRANSPORT COST FOR DELIVERY OF 10 ML VIALS	EA	1 delivery per year		
Year 4	3000 X 10 ML VIAL	FILL-EASE STERILE 10 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	10 ML	3000		
Year 4		TRANSPORT COST FOR DELIVERY OF 10 ML VIALS	EA	1 delivery per year		

Submit pricing in separate envelope (stand-alone)

PRICING DETAIL

NAME OF SUPPLIER:

Year 5	3000 X 10 ML VIAL	FILL-EASE STERILE 10 ML VIALS DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS	10 ML	3000		
Year 5		TRANSPORT COST FOR DELIVERY OF 10 ML VIALS	EA	1 delivery per year		
SUBTOTAL FILL-EASE STERILE 10 ML VIALS						
Value-Added Tax (VAT)						
FINAL SUM CARRIED TO FORM OF OFFER AND ACCEPTANCE						

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid Number	NRF/ILABS IOP/27/2020-21
Closing date and time	03 August 2021 at 11:00am
The NRF recognises the date and time as recorded on its systems for closure purposes	
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	
The objective of this bid is to enter into a Five (5) year supply agreement to secure the supply and delivery of Fill-Ease sterile 5 ml vials and Fill-Ease sterile 10 ml vials, dual-layer packing - 10 pieces per pack including rubber stoppers and sterile metal caps (Beginning silvery aluminium cover), dual-layer packing - 10 pieces per pack for a period of Five (5) Years.	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).	
Bid response documents are deposited in the tender box situated physically at:	
Physical address: iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131 Tender box opening hours 08:00 am till 16:30 pm GPS coordinates Latitude: 34°1'56" S Longitude: 18°43'64" E Dimensions of tender box opening 300 mm x 20 mm	Addressed as follows: iThemba LABS Cape Town Main Security Gate Old Faure Road Faure Western Cape 7131
Number of ORIGINAL bid documents for contract signing	2
Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. This serves as the original master set for the legal contract document between the bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.	
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):	Electronic submissions must be sent to scm@tlabs.ac.za. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response.

		The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. Bidders are to send an email to scm@tlabs.ac.za post submission with the password to their financial envelope. The following link can also be used to submit proposals http://filesend.nrf.ac.za/	
TWO ENVELOPE SYSTEM		YES	
PRICE VALIDITY PERIOD FROM DATE OF CLOSURE		150 days	
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	Nuclear Medicine Department
Contact person	Mr Luyolo Sabsana / Ms. Lucinda Gordon	1 st Contact person 2 nd Contact person	Project Manager Ms Rayana Anthony and Ms Charisse Perrang
E-mail address	scm@tlabs.ac.za		

BIDDING CONTRACTOR INFORMATION <u>(CONTRACT CLAUSE 1.1.19)</u>			
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			Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate		Tick Applicable Box. ☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. ☐ Yes ☐ 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?		☐ Yes ☐ No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/ works offered?	☐ Yes ☐ No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?					☐ Yes ☐ No
Does the entity have a branch in the RSA?					☐ Yes ☐ No
Does the entity have a permanent establishment in the RSA?					☐ Yes ☐ No
Does the entity have any source of income in the RSA?					☐ Yes ☐ No
Is the entity liable in the RSA for any form of taxation?					☐ Yes ☐ 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) and if not registered as per 2.3 below.					
BID SUBMISSION					
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 or in the manner prescribed in the bid document and not retyped				

3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, the JBCC contract conditions and if applicable, any other legislative requirements.
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7).
TAX COMPLIANCE REQUIREMENTS	
1.	Bidder must ensure compliance with their tax obligations.
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
3.	Application for tax compliance status (TCS) pin may be 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.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/CSD number.
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- a. The Bidder is employed by the State; and/or
- b. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	☐ Yes ☐ No
---	---

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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No
If so, furnish particulars as an attached schedule	

SBD 6.1 - PREFERENCE POINTS CLAIMED

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included);
and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.2. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.3. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

1.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 :	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10 :	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Number of points (90/10 system)	10	9	6	5	4	3	2	1	
Number of points (80/20 system)	20	18	14	12	8	6	4	2	

SBD 6.1 - PREFERENCE POINTS CLAIMED

3. BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2

B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%

2. The name of the sub-contractor.....

3. The B-BBEE status level of the sub-contractor.....

4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

SBD 6.1 - PREFERENCE POINTS CLAIMED

TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture /Consortium
- ☐ One person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business:

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: a. Has been requested to submit a Bid in response to this Bid invitation; b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
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 consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a. Prices;
- b. Geographical area where product or service will be rendered (market allocation);
- c. Methods, factors or formulas used to calculate prices;
- d. The intention or decision to submit or not to submit, a Bid;
- e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f. Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this 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 the bid or to the signing of the contract.

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 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

REFERENCE LETTER FORMAT

Referee Legal Name:

Company:

Bid Number:

NRF/ILABS IOP/27/2020-21

Bid Description SUPPLY AND DELIVERY OF OF FILL-EASE STERILE 5 ML VIALS AND FILL-EASE STERILE 10 ML VIALS, DUAL-LAYER PACKING - 10 PIECES PER PACK INCLUDING RUBBER STOPPERS AND STERILE METAL CAPS BEGINNING SILVERY ALUMINIUM COVER, DUAL-LAYER PACKING - 10 PIECES PER PACK FOR A PERIOD OF FIVE (5) YEARS.

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

Criteria/Risks

Below requirements

Meets requirements

**Exceeds
requirements**

Professionalism

Interpersonal Skills

Telephone/e-mail Support Response and
Timing

Delivery within agreed time frame

Availability of Stock

Quality of product as per specifications

Overall Impression

Other comments

Approximate value of contract

Would you use the provider again?

☐ YES ☐ NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

BID OFFER 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).

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

- a) Part A
- b) Part B – Price Schedule
- c) Part C including annexures in support of the bid

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	