



**National
Research
Foundation**

Fraud alert! It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. Do not fall for it, it is a scam!

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid.

INVITATION TO BID

BID DESCRIPTION		
The South African Environmental Observation Network (SAEON) EFTEON RI seeks the supply and delivery of five (5) portable soil gas flux measurement systems, and the provision of all components and spares, maintenance, and technical support for five years.		
Bidder Name:		
Bid Number:	NRF/SAEON/EFTEON/59/2023-24	
Closing Date	25 April 2024	
Closing Time:	11:00 am	
Bid validity	120 working days from time and date of closure	
Electronic Bid Submission	Size of the email (document): 20 MB (See Annexure 1: Electronic Bid Submission – Guideline for Bidders)	
Email Address	tenders@saeon.nrf.ac.za	
Bids Naming	The bid reference number must be used as the subject line when submitting 1 x zip file containing two pdf documents. First containing all documentation other than price. Second containing the priced offer.	
Enquiries are directed in writing to:		
Section	Supply Chain Management	Project Manager
Contact person	Nosipho Nyauza	Dr Kathleen Smart
Email address	tenders@saeon.nrf.ac.za	kg.smart@saeon.nrf.ac.za

TABLE OF CONTENTS

INTRODUCTION TO THE NRF	3
BACKGROUND TO SAEON	3
THE CONTEXT FOR THIS PROCUREMENT WITHIN SAEON EFTEON	3
THE BID PREPARATION.....	3
THE BIDDER SELECTION PROCESS	5
CONTRACT PART A – BID REQUIREMENTS.....	6
STATEMENT OF WORK.....	6
DELIVERY SITES AND MANAGEMENT	6
SECTION A: INSTRUMENTATION REQUIRED	6
SECTION B. SPARES, MAINTENANCE, TRAINING	9
SECTION C: TECHNICAL SUPPORT	10
EVIDENCE OF TECHNICAL SUPPORT CAPABILITIES	11
REFERENCES.....	11
MANDATORY QUALIFICATIONS TO ENTER SELECTION AND PRICING STAGES.....	13
CONTRACT PERIOD	14
CONTRACT MANAGEMENT	14
SERVICE LEVEL MANAGEMENT.....	14
GENERAL AND SPECIAL CONDITIONS OF CONTRACT	15
EVALUATION/SELECTION CRITERIA FOR THE BID.....	29
CONTRACT PART B – SBD 3.2 PRICE OFFER	31
PRICING SPECIAL CONDITIONS OF CONTRACT FOR THIS BID	31
BID PRICE SCHEDULE	32
CONTRACT PART C - RETURN FORMS.....	34
INVITATION TO BID (SBD 1).....	34
SUMMARY OF BID REQUIREMENTS	34
SUPPLIER INFORMATION.....	34
FOREIGN RESIDENCY DETERMINATION	35
BID SUBMISSION	35
TAX COMPLIANCE REQUIREMENTS.....	35
BIDDER’S DISCLOSURE SBD 4	36
SBD 6.1 - PREFERENCE POINTS CLAIMED	39
ANNEXURE 1 - REFERENCE LETTER FORMAT FOR BIDDER	44
ANNEXURE 2 - LIST OF SIMILAR PROJECTS UNDERTAKEN PREVIOUSLY OR PRESENTLY.....	45
BID SIGNATURE (SBD 1).....	46
ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS	47

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation ("NRF") as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO SAEON

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

Seven SAEON nodes are strategically situated across geographic regions representing the country's major biomes.

SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales.

These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence, and data emanating from these arrays needs to be of high quality and reliable enough to support long term monitoring of ecosystem climatological changes, scientific publications, and academic use. Further information about SAEON can be found on www.saeon.ac.za

THE CONTEXT FOR THIS PROCUREMENT WITHIN SAEON EFTEON

The Expanded Freshwater and Terrestrial Environmental Observation Network (EFTEON) is a research infrastructure developed under the South African Research Infrastructure Roadmap (SARIR) program of the Department of Science and Innovation. EFTEON provides and operates a network of instrumented landscape-level platforms for the South African environmental research community, focused on socially relevant terrestrial landscapes and their coupled hydrological systems. A multi-scale approach is taken in the design to incorporate landscape-level processes, long term assessment of key biodiversity components, community-wide surveys and, meteorological and micro-meteorological measurements to inform about environmental and anthropogenic change.

A key mandate of the Research Infrastructure is to provide decision makers, the greater research community and the general public with long-term reliable data of greenhouse gas exchange within South Africa. The current bid is to provide further portable instrumentation for the measurement on spatial and temporal variation of soil gas fluxes.

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section on the title page. The NRF distributes the response to a clarification request within 2 working days of receipt of the query from a bidder. The NRF does not provide

the origin of the request to any party.

Response preparation costs

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

Counter proposals

No counter proposals or variations 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. All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have all documentation other than the priced offer 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.

Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes on the SBD1 form. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

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

Fronting

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

Disclaimers

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

General definitions

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

"Bid" means a written offer in a prescribed or stipulated form in response to an invitation by the National

Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

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

“Functionality” means the ability of a solution to meet with specifications as set out in these bid documents;

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

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being Research Innovation Support and Advancement (RISA)

THE BIDDER SELECTION PROCESS

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

Responsive to submission requirements

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

Meeting technical specifications

The NRF’s evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications set out in this document.

Due Diligence Research

NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s capability to provide the goods/services required.

Stage 2 – Price competition

The NRF’s evaluation committee assesses compliant bidders from the technical evaluation stage on their pricing. The NRF’s evaluation committee compares each bidder’s pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid’s pricing requirements. The NRF’s evaluation committee ranks the qualifying bids on points scored on the basis of both Price and social goals as indicated on SBD 6.1 in accordance with the PPPFA.

Stage 3 – Award and Contract Signing

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

Cancellation of the bid prior to award

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

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

CONTRACT PART A – BID REQUIREMENTS

STATEMENT OF WORK

SAEON requires the following goods and services from a supplier:

- Five (5) gas analysers (refer to Item 1A below) including portable measurement chambers (refer to Item A2 below) and firmware for the measurement of CO₂, water vapour and methane flux from soil.
- Collars (Item A3) compatible with measurement chambers for long-term in-field deployment
- Software for later flux calculation, analysis, and reanalysis.
- A five (5) year contract for the provision of routine maintenance items, spares and components. Detailed specification for maintenance, spares & components to be defined and provided.
- Support training and assistance with initial configuration from qualified in-house staff or instrument manufacturers for staff, either in-person or online

The system must meet the specifications detailed in Section A, system components and spares which meet the specifications detailed in Section B. Technical support and After Sales Service that meet the specifications detailed in Section C and D.

DELIVERY SITES AND MANAGEMENT

Delivery will be to SAEON National Office and/or other Node offices dependent on need or delivery will be to a specified site. Purchase orders issued under this contract will specify the location for that delivery.

Locations for delivery of equipment and spares may include locations within the following towns and cities:

- Pietermaritzburg
- St Lucia
- Winterton
- Skukuza
- Phalaborwa
- Acornhoek
- Hoedspruit
- Pretoria
- Kimberley
- Gqeberha
- Cape Town
- George

SECTION A: INSTRUMENTATION REQUIRED

The system meets the following general specifications and technical specifications for the components of the system.

Item A1: Gas analyser for the measurement of CH₄, CO₂ and H₂O Fluxes

General specifications of the system

- Must be able to monitor carbon dioxide, water, and methane exchanges between the atmosphere and earth surface using a gas analyser.
- Must have operating software from the OEM including any firmware and software upgrades. Costs related to annual licencing or upgrades must be specified.
- Must have compatible software for flux calculations
- Must be portable.
 - Must have an internal battery and pump.
 - Less than 15 kg to facilitate transport to the field site
 - Setup to enable ergonomic manual transport, e.g. a backpack or shoulder strap configuration in robust protective housing
- Must have the ability of adding chambers through the use of a multiplexer
- Must be robust enough to be able to operate in remote field-based settings under South African conditions -5°C to 40°C, capable of withstanding dust and water spray.
- An interface with the chamber must be available: on the instrument or with a hand-held device. Any software GUI or device must be compatible with commonly available South African platforms, such as MS Windows
 - Measurement values must be viewable during the duration of measurement
- Must have storage, either to the cloud or to expandable memory with SD cards, or both. Costs related to storage must be specified.
- All tubing and cabling required for operation
- A list of optional accessories to be provided, if available
- Must have been used in peer-reviewed ecosystem productivity and/or carbon dynamics literature (bidders to submit three examples of publications where the instrument has been in field conditions)

Technical specifications for the gas analyser

- Measurement of:
 - Absolute CO₂ concentration: 0-2000 µmol per mol (ppm) range or better
 - Water vapour density: 0-30 000 µmol/mol (ppm) or better
 - Methane concentration: 0-100 ppm or better
 - Provision of diagnostic parameters
- Operational Ranges
 - Operating temperature range: -5° to +40°C or wider
 - Operating pressure range: 800-1050 KPa or wider
 - Variable sample frequency, once per second or slower
 - Power Requirements:
 - Battery operated for in-field use, with an operating time of 3 hours or better
 - Continuous power supply: Universal Power Adapter (Input: 230 VAC; Output: 24 VDC)

- CO₂ Performance:
 - Range: 0 to 2000 ppm or wider
 - Precision: less than < 3 % of measuring range
- H₂O Performance:
 - Range 0 to 30,000 ppm
 - Precision < 3 % of measuring range
- CH₄ Performance:
 - Range 0 to 100 ppm
 - Precision: < 3 % of measuring range
- Supplied with a kit that allows for the zero and span of the gas analyser to be conducted on site (by the user)
- Must have a minimum OEM warranty period of 1 year as per GCC 15 on page 23

Item A2: Technical specifications of the measurement chamber

- Measurement chamber compatible with gas analyser identified for Item A1 (above)
 - Closed to light
 - Lightweight and portable, designed for in-field use
 - Operating Range -5 to 40°C
 - Self-powered
 - Automatic closure and purge
 - Must be able to sync with analyser timestamp
 - Must have internal temperature and pressure sensors to improve flux measurement accuracy
 - Must have ports for additional sensors
 - Linearity 1% of reading
- Must have a minimum OEM warranty period of 1 year as per GCC 15 on page 23

Item A3: Technical specification of collar

- Collar compatible with chamber
- Durable composition for long term in-field installation
- Appropriate diameter for compatibility with chamber (Item A2) being offered

Item A4: Technical specification of sensors

- Compatible soil temperature/soil moisture sensor to the gas analyser being offered
- If not included in the chamber or gas analyser system, there must of ports available for the connection of a compatible soil moisture and soil temperature sensor with the following specifications:
 - Must be suitable for vertical insertion into the soil
 - The soil should not require any special preparation, such as a core or pit. Must have a minimum probe length of 5 cm
 - Waterproof and rustproof probe
 - Operating Condition:
 - 40°C to +85°C (-40°F to +185°F)

0 to 100% RH

- Operating Temperature Range in Soils Freezing to +60°C
- Connector must be compatible with Item A1 or A2
- Cable length of 1 m or greater
- Moisture performance
 - Accuracy: 0.03 water fraction by volume (wfv) for most soils
 - Range: From completely dry to fully saturated soils for different soil textures
- Temperature performance
 - Range: -10C - 60°C
 - Accuracy: 0.5°C or better
- Must have a minimum OEM warranty period of 1 year as per GCC 15 on page 23

SECTION B. SPARES, MAINTENANCE, TRAINING

Spares and maintenance are acquired in terms of GCC 14 on page 23.

All replacement components, spares, and maintenance parts must be OEM approved.

Spares and maintenance are inclusive of the provision of routine maintenance items, spares and components, covering:

- Spare parts for ongoing servicing, maintenance and repairs. This include, as appropriate to the equipment being offered:
 - Batteries
 - O-rings
 - Dry-down chemicals or desiccants
 - Ferrule fittings
 - Filter papers
 - Tubing
 - Speciality fittings required for calibration
- Consumables for routine and continuous maintenance appropriate for OEM suggested schedule
- Calibration equipment for the instrumentation offered and appropriate for OEM suggested schedule
- Introductory training and assistance with initial configuration within 3 months of gas analysers and chambers delivery by qualified in-house staff or instrument manufacturers for staffin-person or a suggested alternative.

Bidders are required to provide a priced itemised list of consumables, service parts, and calibration tools, required for EACH COMPONENT/SENSOR/CALIBRATION TOOL and include the total in the SBD3.2 price form.

Without knowing exactly what instruments bidders will offer, it is impossible to describe service/consumable requirements in detail. Hence purchasing of spares, consumables, and services will be on “as required” basis with the exact description, quantity, delivery and negotiated price detailed on the purchase order

issued.

Repair of instruments by OEM is required if on-site repairs with spare parts is not feasible. The bidder manages the collection and return of the instrument from the OEM. The bidder must be qualified to strip and assess the need to send the instrument to the OEM. The bidder must provide a detail quote for the repair prior to SAEON releasing the instrument. SAEON will issue a subsequent purchase order authorising the work to be done.

SECTION C: TECHNICAL SUPPORT

SAEON technical staff, where possible, maintains the equipment on site. On request, SAEON technical staff will require assistance with setup, configuration, and troubleshooting of equipment. Remote working conditions mean that this requires the ability for SAEON technicians to make a phone call or send a text message to a qualified technical support person (preferably the OEM or trained by the OEM where possible).

SAEON requires the following of the support technical service:

- Qualified technical support staff available by phone (contact details to be provided upon contract signature)
- Qualified technical support staff available by email (email details to be provided upon contract signature)
- Qualified technical support staff must be able to assist with:
 - Soil flux system setup and debugging
 - Troubleshooting
 - Instrument damage evaluation and repairs.

The service performance level is as follow with further details on page 15:

- Telephonic response within 2 hours for technicians while they are in-field.
- Detailed email response time of within 24 hours for emergency support issues.
- Detailed email response time of within 72 hours for non-emergency support issues.
- Software upgrades within one week of SAEON's request.
- This support must be provided in English.

The systems will be used and maintained by the SAEON and EFTEON technical team.

Incidental shipping services

- Ship components to OEMs overseas for repairs and/or calibration on request.
- The bidder/supplier, being an authorised distributor or subsidiary, must facilitate these requests/jobs including managing the international shipping of the equipment/components from SAEON to OEM and back.
- This is required on an "ad hoc" basis and the bidder/supplier must provide upfront quotation for this which SAEON will negotiate and confirm through issue of a purchase order.

SAEON's market research and previous experience reflects that free technical support from the OEM is the norm when instruments such as those listed above are purchased. **If this is NOT the case, or where bidders charge any additional fees for technical support, please list these in the pricing section.**

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

EVIDENCE OF TECHNICAL SUPPORT CAPABILITIES

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

Bidders must submit three (3) case studies within the last five (5) years where technical assistance was provided. Case studies will be reviewed as references and therefore must include:

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

A template for capturing bidder responses is provided in **Annexure 1**.

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

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

REFERENCES

Bidders must submit three (3) written references from customers to whom the bidder has sold this instrument or a different model with similar capabilities within the last 5 years. The references must either use the template provided in Annexure 1 on page 44 or ensure that the reference letters include the following listed below and must all meet the minimum threshold of "Meets requirements"

- A brief description of the high precision environmental instruments used (including type/model number), the service/work the bidder provided to the reference and the approximate value of the contract.
- The reference indicates whether the robustness and reliability of the instrument, delivery time, responsiveness to requests for service and technical assistance, completion/delivery times of parts and services was below, met, or exceeded their expectations.
- The reference indicates whether the technical support provided was below, met or exceeded their expectations.
- The reference indicates whether the availability of spare parts, consumables and services for maintenance of instrument, as well as software and related assistance/services was below, met or exceeded their expectations.
- The reference provides an overall impression and comment on whether they would use the provider again.
- The reference must include contact details.

Bidders must submit a list of similar projects undertaken previously or presently in the schedule in Annexure 2 on page 45 with contact details included.

MANDATORY QUALIFICATIONS TO ENTER SELECTION AND PRICING STAGES

Bidders failing to provide the following mandatory qualifications are disqualified.

- 1 Bidder must provide the following technical documentation to substantiate their responses to these specifications:**
 - 1.1 Bidders must submit proof that they are the accredited original equipment manufacturers (OEM) supplier in South Africa.
 - 1.2 Bidders must provide for each component a checklist against the equipment specifications in this document.
 - 1.3 Bidders must provide technical support material for the solutions offered with sufficient detail that verifies meeting specification. See pages 7 (A1), 8(A2), 8(A3), and 8 (A4).
 - 1.4 Bidders must provide a signed statement that they are capable of supplying all component spares and other consumables required for the running and operation of the instruments.
 - 1.5 Bidder must provide full schedule of spare parts and components priced.
 - 1.6 Bidder must provide signed statement that software/firmware updates are available.
 - 1.7 Bidders to provide mechanism by which the software/firmware updates are notified to SAEON and the mechanism by which the software/firmware is loaded on the equipment,
 - 1.8 Bidders are to provide these software/firmware updates free of charge. Bidders must state on the price offer that these updates are free of charge or the costs charged for them if not free of charge.
 - 1.9 The bidders must be able to facilitate the honouring of the OEM standard warranties on all components.
 - 1.10 The bidders must provide schedule of optional accessories available with their pricing.
 - 1.11 Introductory training course outline and mode of delivery.
- 2 Ethical requirements**
 - 2.1 The bidder must confirm that there are no interests with the NRF, has clean business practises, and has determined its bid independently from others as reflected on its signed submitted SBD 4.
- 3 Legal Details:**
 - 3.1 The bidder must complete the enclosed SBD 1, sign it, and attach their detail CSD report. These will be verified against the CSD links to the respective databases i.e. CIPRO, Home Affairs.
 - 3.2 The bidder provides their address where their workshop and technical staff may be visited.
 - 3.3 The bidder provides a list of OEM warranties covering all required components in accordance with the GCC warranty clause.
- 4 Due diligence:**
 - 4.1 Completion of three reference letters in the template in this document on the referees' letterhead meeting the requirements set above.
 - 4.2 Completion of the schedule of similar projects undertaken previously or presently as per template in this document for the BSC to obtain further references.
 - 4.3 Bidders must submit three case studies within the last three years where remote technical assistance was provided. Case studies will be reviewed as references and therefore must include:
 - 4.3.1 Name of company/customer
 - 4.3.2 Name of contact person to whom service was provided
 - 4.3.3 Current contact details of the customer (phone number and email)
 - 4.3.4 Date(s) of support provision
 - 4.3.5 Name and title/position of bidder's technical support staff member

- 4.3.6 Technical support staff signature
- 4.3.7 Brief description of the nature of the problem
- 4.3.8 Outcome/result of the technical support intervention
- 4.4 Bidders must submit three examples of publications where the instrument has been used in field conditions in peer-reviewed ecosystem productivity and/or carbon dynamics literature

5 Pricing:

- 5.1 Completed pricing form SBD 3.2 per this document
- 5.2 Detail costing of each element for each container
- 5.3 Transport and delivery cost detailed per each delivery point
- 5.4 If preference points are being claimed for specific social goals, completed SBD6.1 claim form with proof of points being claimed attached

CONTRACT PERIOD

The contract period will be five years, with year one for initial purchase followed by five years maintenance, repair and support services.

CONTRACT MANAGEMENT

1 NRF (SAEON) Contract Manager

- 1.1 The NRF (SAEON) appoints a contract manager to manage this contract and notifies the other party in writing of the name and contact details of the appointed contract manager.

2 Appointed Bidder's Contract Manager

- 2.1 The appointed bidder appoints a contract manager and notifies the NRF (SAEON) in writing of the name and contact details of the appointed contract manager.

3 Contract Communication

- 3.1 The NRF and the appointed bidder communicate in writing including through email.
- 3.2 The NRF maintains all contract documentation, and communications and correspondence, etc. for record purposes.
- 3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the appointed bidder of these numbers.
- 3.4 The NRF will require any communication to contain the contract number.

SERVICE LEVEL MANAGEMENT

1 Managing service levels

- 1.1 If the appointed bidder fails to meet any performance levels including specification quality agreed to, the NRF (SAEON) contract manager will meet with the appointed bidder to resolve the issue.
- 1.2 The appointed bidder promptly corrects the failure and begin meeting the set performance levels.
- 1.3 The appointed bidder advises NRF (SAEON) as to the extent requested by NRF (SAEON) of the status of remedial efforts being undertaken with respect to such performance level failure.
- 1.4 The appointed bidder takes preventive measures to prevent the recurrence of the performance level failure.
- 1.5 Delays are managed in accordance with GCC 21 on page 25.

2 Service levels for this contract

Service Level	Performance Standard	Target
Delivery of correct items as per order	Recipients evaluate shipment against order within a month of delivery	100% correct
Technical support platforms 1	Response times to phone and emails for urgent matters	100% response within 24 hours, in the hours of business on a business day, with a 2-hour response for emergency requests from technicians on site.
Technical support platforms 2	Response time to emails for non-urgent matters	100% response time within 72 hours
Technical support quality	Support levels reviewed by SAEON technicians	Problems resolved or workable plans developed in 90% of cases

3 Penalties

Service Level	Consequences or remedies
Delivery of correct items as per order	Supplier corrects mistakes at own cost (shipping incorrect parts back to supplier and correct parts to SAEON)
Technical support platforms 1	Penalties as stated in GCC 22 on page 25 applies plus costs incurred by SAEON are reimbursed. Consideration of default in terms of GCC 23 on page 25. Poor service record considered for future tenders
Technical support platforms 2	Penalties as stated in GCC 22 on page 25 applies plus costs incurred by SAEON are reimbursed. Consideration of default in terms of GCC 23 on page 25. Poor service record considered for future tenders
Technical support quality	Penalties as stated in GCC 22 on page 25 applies plus costs incurred by SAEON are reimbursed. Consideration of default in terms of GCC 23 on page 25. Poor service record considered for future tenders

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" mean the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

content if local manufacture does take place.

- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- GCC2 Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- GCC 3 General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- GCC 4 Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- GCC 5 Use of contract documents and information**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

SCC5A Copyright and Intellectual Property

Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.

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

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

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

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

SCC5B Confidentiality

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

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

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

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

The undertakings set out in this clause shall not apply to confidential information, which the parties are able to prove:

- Was independently developed or in the possession of the recipient prior to its involvement with the other party;
- Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties;
- Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the other party, or
- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure.

Each party shall within one (1) month of receipt of a written request from the other party to do

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

so, return to that party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- All written disclosures;
- All written transcripts of confidential information disclosed verbally; and
- All material embodiments of the contract intellectual property.

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

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

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

SCC5C Copyright and Intellectual Property

The supplier hereby gives the purchaser permission, in terms of the Protection of 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 cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by the purchaser over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC12	The price tendered does not include transport costs as at time of bid the sites receiving the instrument is not known. The supplier and SAEON agree on the revised transport charge upon SAEON notifying the supplier of the location of the receiving site.
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.
SCC	In the event that this document makes provision for such service elsewhere in this document,

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
SCC	The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere, the term “may” in GCC14 is replaced by the term “shall”, the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to the purchaser and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17. The NRF (SAEON) manages the execution of the spares and maintenance through the issue of written purchase orders – stipulating quantity, description, delivery date, and the fixed unit price. The NRF (SAEON), when issuing the written purchase order, guarantees that the funding is available. As the NRF (SAEON) orders quantities as and when required, the NRF pays only for the verified delivered quantity per each purchase order at the prices set out in this contract including any agreed upon price variations. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of invoice or claim by the supplier to the purchaser which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	No additional special conditions other than stated in the price section in this document.
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the penalties as stipulated in the Service Performance Levels table in the bid document.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
- 23.6 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 ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- GCC24 Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

GCC25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event

GCC26 Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

GCC27 Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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,

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

GCC29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

GCC30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

GCC31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

GCC32 Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services

GCC33 National Industrial Participation Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

GCC34 Prohibition of restrictive practices

34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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.

EVALUATION/SELECTION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Signed SBD 4		Mandatory	Has the bidder signed the SBD 4? Has the bidder a clean ethical record, good supply chain behaviour, and not on the National Treasury's disbarment database? Bidder's disclosure	GO/NO GO	Pages 36-38
Signed SBD 6.1		Optional	Is the bidder claiming preference points?	GO/NO GO	Pages 39-43
A valid B-BBEE certificate or sworn affidavit		Optional	Does the bidder's evidence support giving the preference points?	GO/NO GO	Pages 39-43
Signed SBD 3.2		Mandatory	Was the submitted signed SBD 3.2 pricing schedule in a separate envelope? Did the bidder complete all parts of the price form? Does the bidder's supporting schedules support the total bid price offered ?	GO/NO GO	Pages 32-33
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	GO/NO GO	Pages 34-36 and 46
Address		Mandatory	Has the bidder provided an address where their workshop and technical staff may be visited	GO/NO GO	Page 13

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Instrument documentation		Mandatory	Are the specifications for the gas analyser met?	GO/NO GO	Pages 6- 9 (A1)
Instrument documentation		Mandatory	Are the specifications for the gas chamber met?	GO/NO GO	Pages 6 - 9 (A2)
Instrument documentation		Mandatory	Are the specifications for the collar met?	GO/NO GO	Pages 6 - 9 (A3)
Instrument documentation		Mandatory	Are the specifications met for the soil temperature and moisture sensor?	GO/NO GO	Pages 6 - 9 (A4)
List of spare and consumables		Mandatory	Has a detailed a list of replacement components and spares for maintenance and calibration been supplied?	GO/NO GO	Pages 9-10 (Section B)
Technical documentation / Brochures		Mandatory	Brochures provided which illustrate the need for the replacement components and spares for maintenance and calibration as detailed in the list above.	GO/NO GO	Pages 9-10 (Section B)
Training program		Mandatory	Does the training program show good coverage of material?		Page 9-10
OEM agent certificate		Mandatory	Was the Agency agreement provided stating that the supplier can: • Supply components and spares of equipment offered • Provide software/firmware updates • Facilitate honouring the OEM warranties	GO/NO GO	Page 6-9 & 13
Case studies		Mandatory	Have three case studies been supplied with the specified details?	GO/NO GO	Pages 11
Reference Letters		Mandatory	Do the reference letters and the clients contacted from the clients schedule demonstrate the bidder has met or exceed requirements	GO/NO GO	Pages 11-12 and 44 (Annexure 1 - reference format) and 45 (Annexure 2 - list of clients)

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Warranty list		Mandatory	Has the bidder provided a warranty list that covers all required components?	GO/NO GO	Page 13
BIDDER IS ABLE TO DELIVER THE SPECIFICATION AND COMPLIES WITH CONTRACT CONDITIONS?				YES - PASS TO PRICING	NO - DISQUALIFIED

CONTRACT PART B – SBD 3.2 PRICE OFFER

PRICING SPECIAL CONDITIONS OF CONTRACT FOR THIS BID	
Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any agreed price adjustments as outlined in the following price conditions.	
1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3a.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency.
3b.	Exchange Rate Management: Where imported goods/services are to be used, the portion payable in foreign exchange must be stated separate. The exchange rate to be quoted in arriving at ZAR is the exchange rate at date of bid closure. The actual exchange rate at date of delivery replaces the above exchange rate for payment.
4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule. Due to uncertainty of future requirements of spares, servicing and so forth the bidder utilizes the estimates provided in the SBD 3.2 to allow a fair price competition on the total price tendered.
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Price Adjustment Rules: The business unit will not consider any other unit price variations. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence.
8.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	Delivery Points are: EFTEON RI offices, listed on page 7.

BID PRICE SCHEDULE

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

DESCRIPTION	Unit price	% Unit price that depends on RoE ¹	Base ² RoE	Number of units	VAT	TOTAL (INCLUDEs VAT of 15%)
Year 1 Item A1: Gas analyser				5		
Year 1 Item A1: Software (provide itemised list downstream costs associated with upgrades, if applicable)				5		
Year 1 Item A2: Gas chamber				5		
Year 1 Item A3: Compatible collar				Per set, with each set being a minimum of one (1) per gas chamber		
Year 1 Item A4: Compatible soil temperature/soil moisture probe (if not already supplied with chamber)				5		

¹ RoE: Rate of Exchange. Bidders may not include local overheads, local costs such as clearing, local margins, mark-up or local transport in this percentage.

² This is the Rate of Exchange used for the quoted unit price to allow for a fair price competition. The exchange rate will be adjusted to the actual exchange rate when the purchase order is issued

DESCRIPTION	Unit price	% Unit price that depends on RoE ¹	Base ² RoE	Number of units	VAT	TOTAL (INCLUDEs VAT of 15%)
Year 1 Training and initial configuration as per Section B				Per engagement		
Year 1-5 Section B : Consumables/service components listed and priced.				For bidding purposes quantity estimate is one (1) of each.		
Year 1-5 Section D: Technical support. Cost of labour (provide rates if support is not included with items listed above).				For bidding purposes quantity estimate is one (1) hour.		
Year 1 for once-off provision of instruments, and for Year 1-5 for the delivery of consumables and maintenance components Delivery (provide rates to each of the destinations listed in the document on page 6)				1 per location for 12 locations		
TOTAL BID PRICE INCLUSIVE OF VAT for price competition			R			

CONTRACT PART C - RETURN FORMS

INVITATION TO BID (SBD 1)	
Bid number	NRF/SAEON/EFTEON/59/2023-24
Closing date and time	25 April 2024 @ 11:00 AM
The NRF recognises the date and time as recorded on its systems for closure purposes.	
SUMMARY OF BID REQUIREMENTS	
The South African Environmental Observation Network (SAEON) EFTEON RI seeks the supply and delivery of five (5) portable soil gas flux measurement systems, and the provision of all components and spares, maintenance, and technical support for five years.	
Number of original bid documents for contract signing	1
Two envelope system	Yes - two pdfs in one zip file
Price validity period from date of closure	One hundred and twenty (120) days

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

VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. ☐ 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]	
FOREIGN RESIDENCY DETERMINATION					
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).					
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 provided – (not to be re-typed) or in the manner prescribed in the bid document.				
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.				
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.				
TAX COMPLIANCE REQUIREMENTS					
1.	Bidder must ensure compliance with their tax obligations.				

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

BIDDER'S DISCLOSURE SBD 4	
1. PURPOSE OF THE FORM	Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.
2. Bidder's declaration	
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? YES/NO
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of State institution

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

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between

partners in a joint venture or consortium⁴ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

3.1

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

SBD 6.1 - PREFERENCE POINTS CLAIMED

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.2

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P}{P} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P}{P} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.3

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

3.4

3.2.1. POINTS AWARDED FOR PRICE

3.5

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

$$\mathbf{80/20} \qquad \mathbf{or} \qquad \mathbf{90/10}$$

SBD 6.1 - PREFERENCE POINTS CLAIMED

$$P_s = 80 \left(1 + \frac{P_t - P}{P} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

3.6

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The BBBEE Points allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
---	--	--

SBD 6.1 - PREFERENCE POINTS CLAIMED

1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

SBD 6.1 - PREFERENCE POINTS CLAIMED

conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

ANNEXURE 1 - REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

Bid Description: The supply and delivery of portable soil gas flux measurement systems comprised of a gas analyser and chamber, including all components and spares, as well as on-going technical support.

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Technical Strength – Does the contractor use the latest equipment and methods?			
Customer centricity			
Disputes resolution			
Satisfaction with quality of consumable used			
Satisfaction with the work done			
Reliability			
Service delivery scheduling and implementation			
After sales support			
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:

ANNEXURE 2 - LIST OF SIMILAR PROJECTS UNDERTAKEN PREVIOUSLY OR PRESENTLY

[illegible]

BID SIGNATURE (SBD 1)

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

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

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

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

SIGNATURE OF BIDDER:

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

ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with prescripts and guidelines on how to submit their bids to the NRF via e-mail.

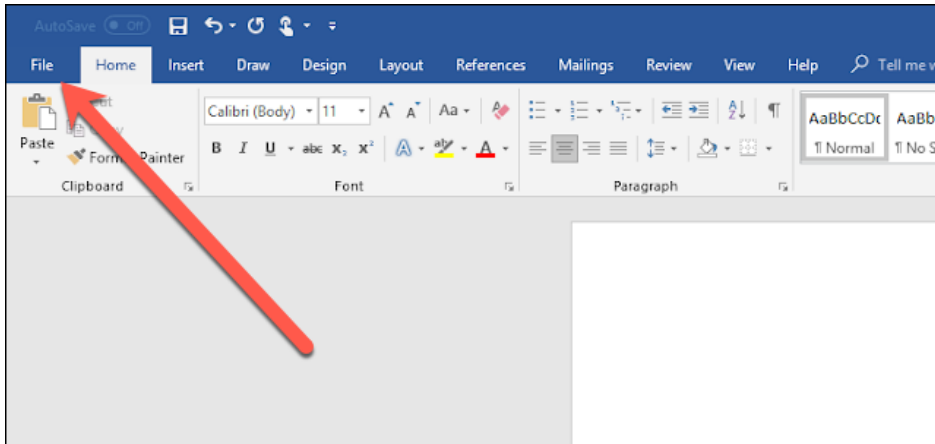
PRESCRIPTS

- All files must be submitted in ISO PDF format and PDF/XPS (general PDF format) unless otherwise stated. Other variants are not acceptable, these variants include PDF/A, PDF/E (unless stated), PDF/X, PDF/UA, PDF/X, PDF/UT, PAdES, and PDF Health.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- All bidders document must be submitted to the email address specified on the NRF bid document and the password for the password protected pricing file must be submitted to a separate email specified in the bid document.
- The NRF email size limit is 4MB, it is the responsibility of the bidder to ensure that their submission is not larger than this limit:
 - Bidder's files may be zipped to ensure that their submission is in line with the email size limit.
- Timeline for submitting password to NRF:
 - The password for pricing folder/file must **not** be submitted before the bid closes.
 - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of the bidder's email must quote verbatim the bid name as provided in the NRF bid document.

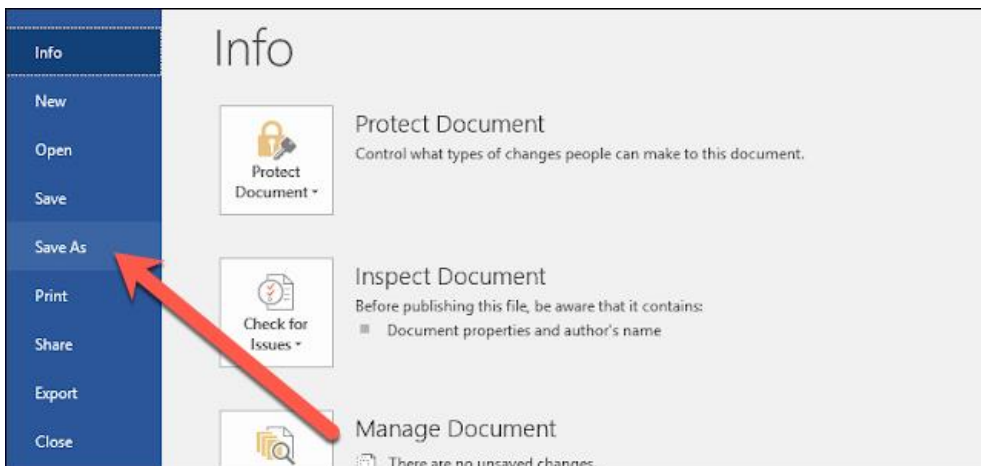
GUIDELINES

Converting to pdf

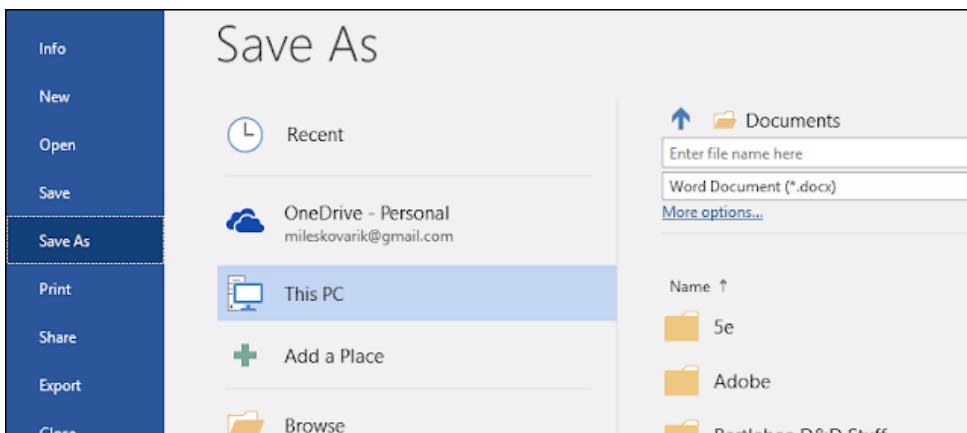
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the "File" tab.



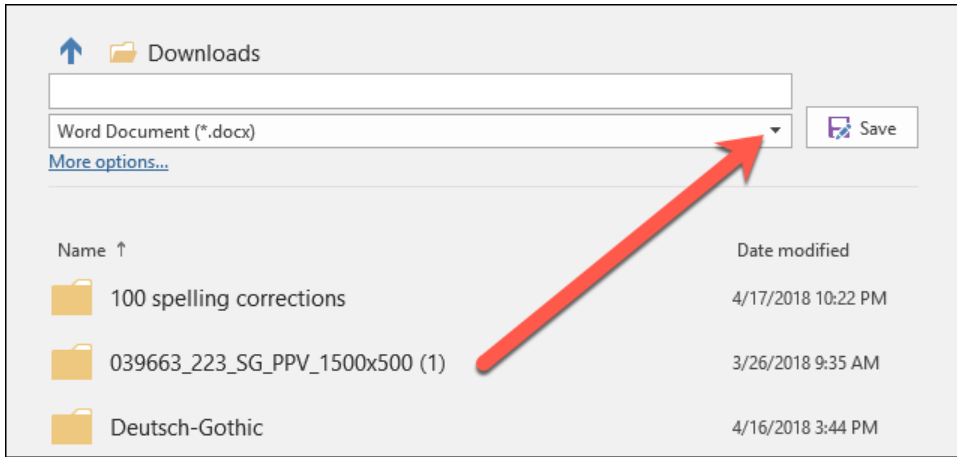
- On the backstage screen, select “Save As” from the list on the left.



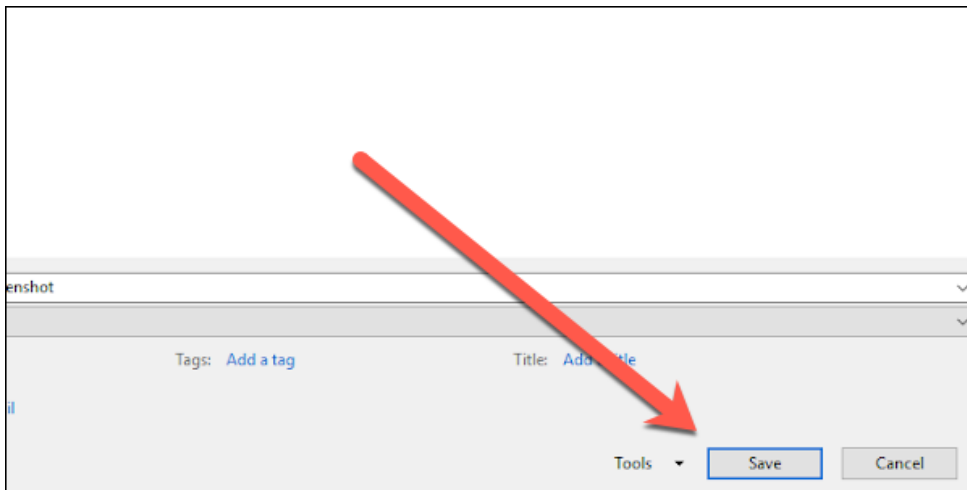
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the “Save as type” box, and select “PDF (*.pdf)” from the dropdown menu.



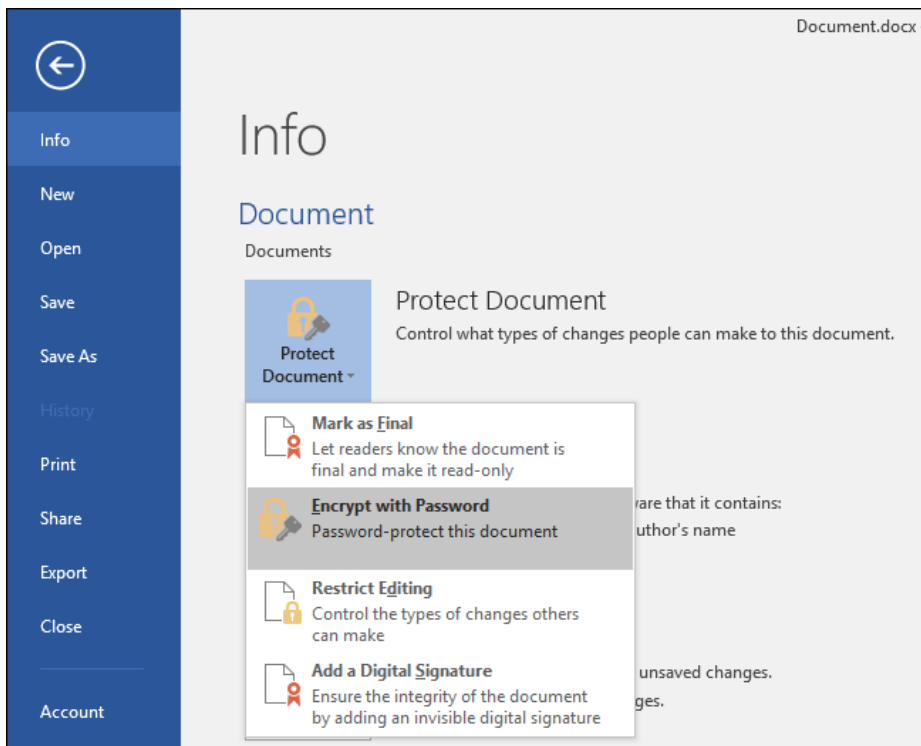
- If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



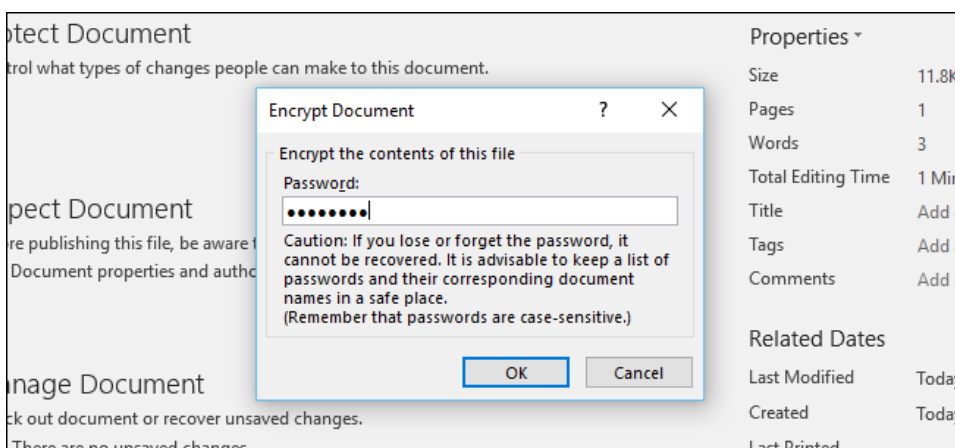
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

Password protecting files

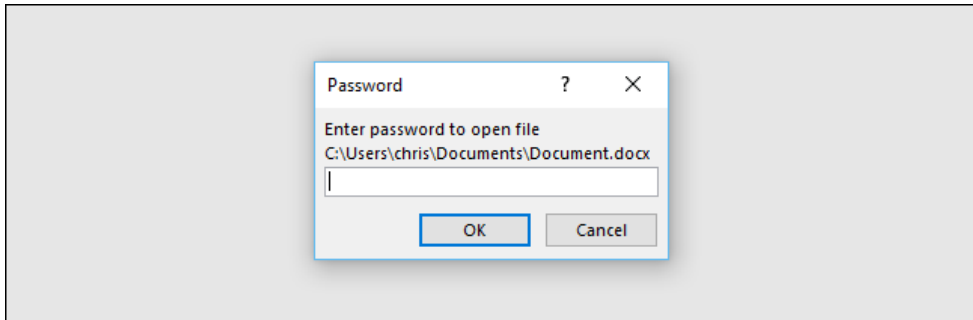
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.



- Enter the password you want to encrypt the document with. You'll want to [choose a good password](#) here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.

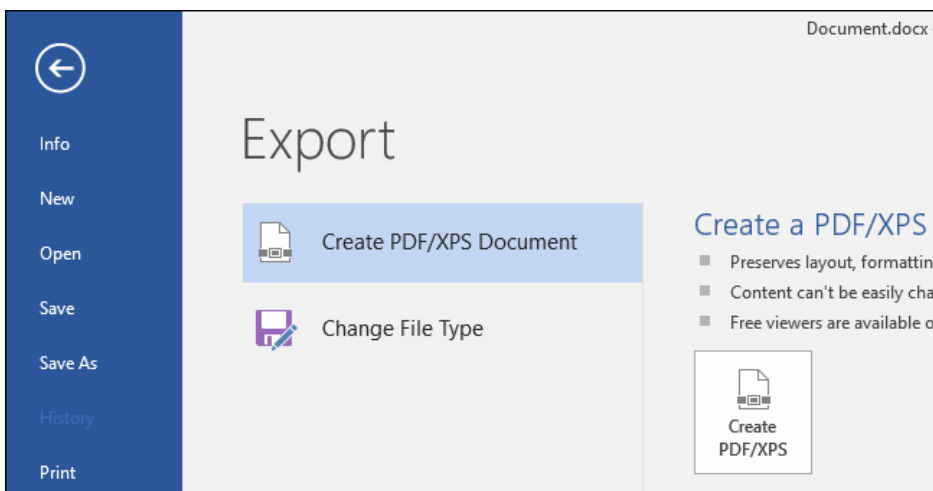


- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.

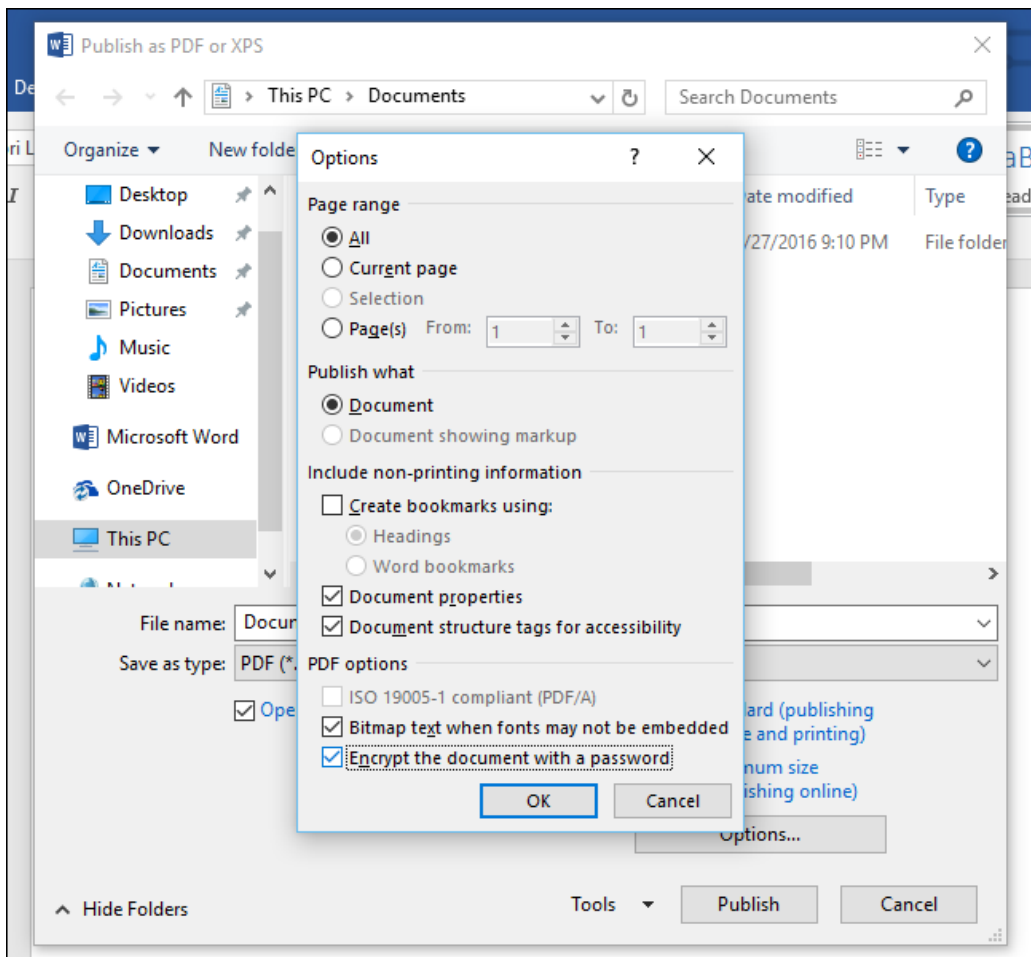


How to Create a Password Protected PDF File

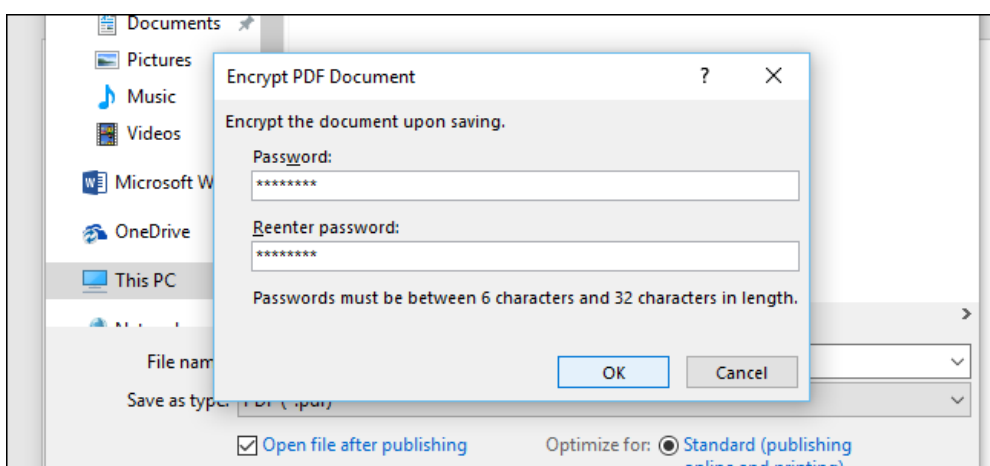
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and select “Export.” Click the “Create PDF/XPS” button to export the document as a PDF file.



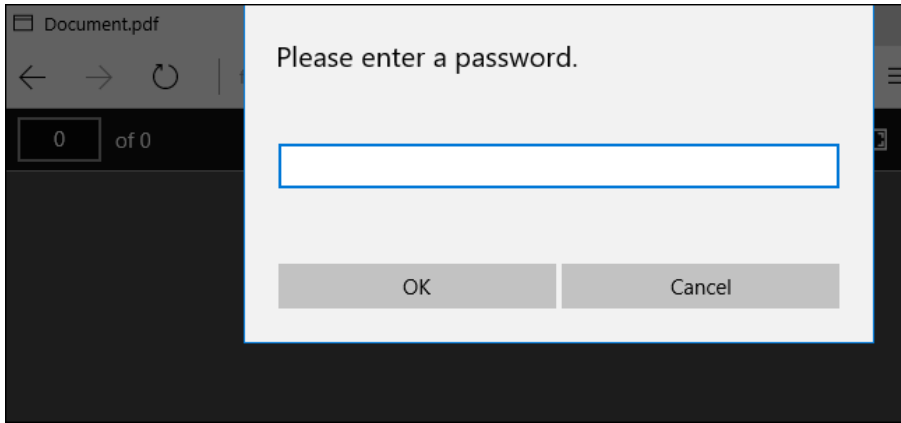
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



Zippping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.

2 passwords must be sent to SCM practitioner email: 1 File send password, 2 pricing pdf password.