Invitation to Bid

The NRF invites you to bid for the goods/services/works specified in this document

BID NUMBER
NRF/SAAO/2018/004

Closing Date and Time
8 FEBRUARY 2019 AT 11:00

BID DESCRIPTION
Supply and install Solar Electric Installation at SAAO’s Sutherland Site
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INVITATION TO BID (SBD 1)

Bid Number: NRF/SAAO/2018/004

Closing date and time: 8 February 2019 at 11:00

The NRF will physically close the tender box on the date and time as specified above and only accept electronic submissions (if allowed) received within its mailing system which reflect a date and time prior or equal to the above closing date and time.

HIGH LEVEL SUMMARY OF BID REQUIREMENTS

The bid is for the design, engineering, procurement, installation, commissioning, training of staff, spares and maintenance for the first 2 years for the installation of a 40 kW, Photovoltaic (PV) plant (subject to technology proposed), on site at the SAAO Site, Sutherland.

The installation must be contained on the current roofing of the Sutherland Site Workshop and Visitors Centre.

Bid response documents are deposited in the tender box situated physically at:

**Physical Address:**
- Reception
- SAAO Site
- Observatory Road
- Observatory
- Cape Town

**GPS coordinates:** 33°56'3.95"S 18°28'38.50"E

**Dimensions of tender box opening:** 32X350mm

Opening hours for the bid box is 8.30am to 4.30pm Monday to Friday.

**Addressed As Follows:**
Bids must be submitted in individual envelopes clearly marked "NRF/SAAO/2018/004". On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address your company name.

EXEMPTION FROM THE CONSTRUCTION INDUSTRY DEVELOPMENT REGULATIONS (UPDATED JULY 2013 EFFECTIVE 1 AUGUST 2013):

The Construction Industry Development Board Act of 2000 (Act 38 of 2000) requires the CIDB to establish and maintain a register of suppliers/contractors, manufacturers, and service providers to regulate those whom contract with the public sector to provide construction works or provide services and supplies to the public sector within the construction industry. The Act and the National Treasury Instruction Note on Infrastructure Procurement and Delivery Management defines infrastructure/construction works as immovable assets acquired, constructed or which result from construction activities or movable assets that cannot function independently from purpose built immovable assets.

In terms of CIDB’s Construction Industry Development Regulations Section 4, service provider undertaking the construction contract substantially consisting of the provision of labour or provision of supplies i.e. supply and installation of a power generator are exempt from CIDB Regulations.

This bid is under the above exemption, as the project substantially is the provision of supplies and the provision of labour to do the installation and the maintenance.

As this bid is exempt from the CIDB Regulations, the bid is subject to the Preferential Procurement Policy.
Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions off Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.

<table>
<thead>
<tr>
<th><strong>Number of ORIGINAL bid documents required for contract signing</strong></th>
<th>2</th>
</tr>
</thead>
</table>

Bidders must submit the above number of original bid documents (including the bidder’s response to the specification and the bidder’s pricing) in hard copy format (paper document) to the NRF clearly indicating the master set. This serves as the original master set for the contracting between the winning bidder and the NRF. The NRF retains this master for record purposes and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.

<table>
<thead>
<tr>
<th><strong>Number of EVALUATION copies (Mark pages as “Evaluation Copy”)</strong></th>
<th>2 physical documents</th>
</tr>
</thead>
</table>

**TWO ENVELOPE SYSTEM**  
Yes

**PRICE VALIDITY PERIOD FROM DATE OF CLOSURE**  
120 days

**BRIEFCING SITE VISIT DETAILS**

<table>
<thead>
<tr>
<th>Attendance:</th>
<th>Compulsory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date and Time</td>
<td>29 January 2019 at 11:00. Email <a href="mailto:scm@saao.ac.za">scm@saao.ac.za</a> with your intention to attend the site briefing.</td>
</tr>
<tr>
<td>Venue</td>
<td>Visitors Centre</td>
</tr>
<tr>
<td>Address</td>
<td>SAAO Site, Sutherland (32°22.795'S 20°48,657'E)</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Nicolas Erasmus</td>
</tr>
</tbody>
</table>

**Bidding procedure enquiries** are directed in writing to:  
Section: SCM  
Contact person: Melissa Anthony  
E-mail address: scm@saao.ac.za

**Technical information queries** are directed in writing to:  
Section: Instrumentation  
Contact person: Nicolas Erasmus  
E-mail address: scm@saao.ac.za

**SUPPLIER INFORMATION**

<table>
<thead>
<tr>
<th>Name Of Bidder</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Postal Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
</tr>
</thead>
</table>
### SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>Field</th>
<th>Code</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facsimile Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT Registration Number</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Status</th>
<th>Tax Compliance System PIN</th>
<th>Central Supplier Database No.</th>
<th>MAAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-BBEE Status Level</td>
<td>B-BBEE Status Level Sworn Affidavit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Verification Certificate</th>
<th>Tick Applicable Box.</th>
<th>Tax Validity Status</th>
<th>Compliance PIN</th>
<th>Central Supplier PIN</th>
</tr>
</thead>
</table>

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

Are you a foreign-based supplier for the goods/services/works offered? ☐ Yes ☐ No

Are you a resident of the Republic of South Africa (RSA)? ☐ Yes ☐ No

Does the entity have a branch in the RSA? ☐ Yes ☐ No

Does the entity have a permanent establishment in the RSA? ☐ Yes ☐ No

Does the entity have any source of income in the RSA? ☐ Yes ☐ No

Is the entity liable in the RSA for any form of taxation? ☐ Yes ☐ No

If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.
BID SUBMISSION

1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2 All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document. Bid pages are bound to minimise risk of lost pages.

1.3 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.

1.4 The successful bidder will be required to complete and sign a written contract form (SBD 7).

TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 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.

2.3 Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za.

2.4 As an alternative, bidders may submit a valid, printed TCS certificate together with the bid.

2.5 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.

2.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2.7 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 in the service of the state.

ACKNOWLEDGEMENT OF READING EACH PAGE

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

CENTRAL SUPPLIER DATABASE REGISTRATION

The NRF requests bidders to register on the Central Supplier Database in order to enable the NRF to contract with them including the issue of purchase orders.

CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party. This document will prevail over any information provided during any briefing session whether oral or written or written clarification, unless such written information expressly amends this document by reference.

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

**COLLUSION, FRAUD AND CORRUPTION**

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

**FRONTING**

The NRF, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents and that no fronting is taking place. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential fronting. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

**DISCLAIMERS**

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

**BREACHES OF THE BIDDING PROCEDURE**

If a bidder breaches the bidding conditions of this bid causing the NRF to incur costs including, without limitation, repetition of any part of the bid process, the bidder will indemnify and hold the NRF harmless from any such costs that the NRF incurs.

**BREACHING CONTRACT CONDITIONS**

If the appointed bidder breaches the conditions of this contract, causing the NRF to incur costs without limitation to investigate and resolve the breach of contract, the appointed bidder will indemnify and hold the NRF harmless from any such costs that the NRF incurs.

**COUNTER CONDITIONS**

The NRF draws Bidders’ attention to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

**GENERAL DEFINITIONS**

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

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

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

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

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

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

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

THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of technical evaluation scoring and price ranking. The NRF may request from the bidder these documents during the period of evaluations, but must already be submitted and assessed by the time of making the final recommendation for contract award to the Bid Adjudication Committee.

Stage 2 – Evaluation of Bids against Technical Specifications

Bidders achieving the minimum threshold or meets the exact specified requirements enter the Price/Preference scoring stage. The technical evaluation consists of the following steps:

Stage 2A – Evaluation of Bids against Specifications including Quality (Desk top Review)

The NRF evaluates each bidder’s written response to the specifications issued in accordance to published evaluation criteria set out in this document.

Stage 2B – Technical Qualification (Engineering)

Where circumstances justify it, the NRF conducts engineering qualification either at site or on NRF premises having the bidder qualify their bid’s technical solution meets the engineering specifications in front of the NRF panel.

Stage 2C – Due Diligence Research

The evaluation team conducts research of the recommended bidder(s)’s submission(s) including the reference letters with external referees prior to making their recommendation.

Stage 3 – Verification of the Offered Prices
The NRF evaluates each bidder’s offered pricing at the costing level taking into account costed lines to verify coverage of the requested requirements and the offered prices are within the market range.

**Stage 4 – Price/Preference Ranking**

The NRF compares the offered pricing of each qualifying bidder on an equal comparison basis equitable to all bidders. The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders’ claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

**Stage 5 – Verifying Tax Validity**

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

**Stage 6 – Award and Contract Signing**

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

**Cancellation of the Bid prior to Award**

The NRF has the right to cancels the Bid Invitation prior to making an award.

**SBD 1 SIGNATURE**

NB: Failure to comply with any of the above particulars may render the bid invalid.

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).

SIGNATURE OF BIDDER:

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

DATE:

---

**BID CONTRACT**

**INTRODUCTION TO THE NRF**

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation ("NRF") as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.
**INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID**

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing an excellent facility and by promoting astronomy and astrophysics in Southern Africa. SAAO headquarters are in the suburb of Observatory in Cape Town. The main telescopes used for research are located at the SAAO observing station (32°22.795’S 20°48.657’E) near Sutherland in the Northern Cape, a 4-hour drive from Cape Town.

**CONTEXT OF THIS PROCUREMENT**

The solar installation will be used as a supplement for electrical supply to the site. Sutherland has one of the highest UV throughputs in the country and the installation will contribute to the reduction of the organisations reliance on fossil fuels. The installation will need to tie into the current electrical infrastructure installation on site.

**CONTRACT PERIOD**

The contract period for this bid contract is two years.

**TIE IN TO THE SUTHERLAND ELECTRICAL INFRASTRUCTURE**

The installation will need to tie in and be compatible with the current electrical infrastructure installation on site. The interface will be part of this procurement.

**SAAO RESPONSIBILITIES TO THE APPOINTED BIDDER**

SAAO is responsible for the following:

1. Obtaining permission from ESKOM for the installation of the PV system;
2. Provide access to the necessary facilities on site;
3. Allocate an area for site establishment and equipment storage;
4. Provide a single-phase connection points to operate installation equipment;
5. SAAO will be responsible for evaluating the structural integrity of the identified existing roof spaces for the installation.
6. Review the proposed designs and request changes where required;
7. Provide staff for training on the operation and maintenance of the PV system (see section 13.1.4 of GCC);
8. Provide necessary security for the equipment.

**SITE RESTRICTIONS**

The following site restrictions will apply:

1. No structural changes to the existing building will be allowed.
2. No working during the evenings;
3. No unauthorised access to any of the facilities or other areas of the precinct;
4. No overnight lighting;
5. ANY behaviour or actions from the contractor’s staff deemed unacceptable or unprofessional by SAAO can result in the contractor being taken off-site at the contractor’s cost.
6. An allocated site supervisor must be present during all phases of the project. The supervisor will bear
responsibility for the contractor’s staff safety and client’s facility.
7. No damage to the environment or harm to any of the animals on the facility.
8. No smoking in any undesignated areas.

DETAILED SPECIFICATION

Installation Site

The installation must be contained on the current roofing of the Site Workshop and Visitors Centre.

The inverter/s are installed in an allocated open space as given by the SAAO project team.

The PV plant shall use existing DB boards where possible.

Operating Life and PV Plant Performance

1. The operating life of the plant shall be a minimum of 25 years.
2. The overall energy performance ratio of the system shall exceed 75%. (Sum total of the system energy losses shall not exceed 25%). E.g. For global solar insolation in the Plane of Array (POA) of 5 kWh/m² (5 Peak Sun Hours) for the day, 100kWp PV power plant AC energy output shall be minimum of 375 kWh (75kWx5hrs) for the day.

Components of the system

3. A metering system for the PV plant with Ethernet interface.
4. The interface to the current electrical infrastructure installation on site.
5. The PV plant will consist of:
   5.1. PV module arrays mounted on the identified roof locations;
   5.2. PV module attachment structure;
   5.3. String/Array combiner boxes;
   5.4. DC cabling;
   5.5. DC distribution box;
   5.6. Inverter;
   5.7. AC cabling
   5.8. AC distribution boxes
   5.9. Plant AC energy meter.

ESKOM Requirements

1. Bidders must provide a "Dead Grid Safety Lock" meeting Eskom’s requirements.
2. Any connection must comply to Eskom Standard for the Interconnection of Embedded Generation, DST 240-61268576.
3. A connection diagram must be supplied as part of the returnable documents. This will be used to obtain permission from ESKOM to proceed with the project. Failing to obtain the required permission may halt the project or lead to an alternate bidder being selected for the project.

PV Array

1. There is no restriction on any of the available technologies, such as monocrystalline, thin film, etc. as long as sufficient technical data is provided.
2. The PV modules and arrays shall comply to the following:
   2.1. Module junction boxes shall accommodate serial and parallel connections of modules adjacent modules
and serial strings to construct PV arrays;
2.2. The module shall be provided with junction boxes where live parts are protected against accidental contact and protect against polarity reversal;
2.3. Junction boxes shall be weather proof with solar cables included;
2.4. The PV module specifications must be clearly visible on the supplied equipment;
2.5. The following minimum PV module specifications shall apply:

<table>
<thead>
<tr>
<th>Description</th>
<th>Minimum spec.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum power at STC</td>
<td>80W for thin film or 240W for polycrystalline/monocrystalline</td>
</tr>
<tr>
<td>Peak power temperature coefficient</td>
<td>( P_{\text{max}} &lt; -0.43%/^{\circ}C )</td>
</tr>
<tr>
<td>Maximum power tolerance</td>
<td>5 W</td>
</tr>
<tr>
<td>Power at NOCT must be more than 72.5% of power at STC</td>
<td>( P_{\text{NOCT}}/P_{\text{STC}} &gt; 72.5 % )</td>
</tr>
</tbody>
</table>

3. The module frame is made of corrosion resistant material, electrically compatible with other metallic mounting structures.
4. The front surface of the module shall consist of impact resistant, low iron and high transmission toughened glass.
5. The module glass must be able to withstand hail, snow, wind and temperatures conditions found in Sutherland.
6. The module must be able to handle temperatures range between -20\(^{\circ}\)C and 40\(^{\circ}\)C.
7. The module must be able to handle winds speeds with a minimum of 100 km/h.
8. The module must be able to handle snowfalls to a depth of 250 mm.
9. The module glass must minimize glare, either with glare reducing film or suitably textured glass. Glare will significantly affect the operation of the equipment at the Sutherland site.
10. The bidder must have a life cycle management program that recycles modules and initiates end-of-life take back, e.g. PV Cycle Membership. Preference will be given to module suppliers with a life cycle management program that recycles modules and initiates end-of-life take back, e.g. PV Cycle Membership.

Inverter
1. All inverters are to be grid-tied.
2. All inverters must comply with the Electrical Supply quality specifications NRS 048-2.
3. All inverters must comply with the embedded generator specifications NRS 097-2-1.
4. All inverters must use multiple power point tracking (MPPT).
5. All inverters must have Internal protection against any sustained faults and/or lightning in DC and AC grid circuits.
6. All inverters must have the DC side disconnection switch/device integrated into the inverter.
7. The inverter unit’s specifications must be clearly visible on the specification sheets provided;
8. The inverter units shall comply to the following specifications:

<table>
<thead>
<tr>
<th>Description</th>
<th>Minimum spec.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak inverter efficiency shall be a minimum</td>
<td>98 %</td>
</tr>
<tr>
<td>Euro Efficiency shall be a minimum</td>
<td>97.5 %</td>
</tr>
<tr>
<td>Nominal AC frequency tracking range</td>
<td>+/- 3Hz for 50Hz system</td>
</tr>
<tr>
<td>Self-consumption over night</td>
<td>&lt; 1.2 W</td>
</tr>
</tbody>
</table>

9. The output power factor shall be on a range to supply or sink reactive power.
10. The AC voltage shall be in the Low voltage category (< 1000 V). SAAO will supply the exact connection voltage and specifications at the site visit.

11. The inverter shall have internal cooling arrangements for operation in non-air conditioned environment.

12. The inverter(s) shall be for outdoor use.

13. The inverter shall incorporate anti-islanding behaviour.

14. The inverter shall incorporate a terminal display screen that displays PV array and DC voltage, current and power, AC output voltage and current, AC power, Power Factor and AC energy and system frequency.

15. The inverter units must have flexible input and output connection support for monitoring electronics.

16. The Inverter units shall comply to the relevant IEC or equivalent standards until relevant SANS standards become available:

16.1. IP65 for electronics in accordance with IEC 60529

16.2. IEC 62109: Safety of power converters for use in photovoltaic power systems

16.3. IEC 62116: Test procedure of islanding prevention measures for utility-interconnected photovoltaic inverters

16.4. IEC 62093: Balance-of-system components for photovoltaic systems - Design qualification natural environments

16.5. Electromagnetic compatibility (EMC) to be tested to EN 61000

**Balance of Systems (BoS)**

1. The balance of system consists of all parts excluding the PV modules and inverters.

2. All wiring, earthing, and electrical connections shall be made in accordance with **SANS 10142-1** for Low Voltage connections (<1 kV AC).

3. The system will be in connection with an MV Eskom feed.

4. The system shall comply to the South African Grid Code.

5. **Earthing:**

   5.1. PV array, DC equipment, inverter, AC equipment, and distribution wiring shall be earthed as per SANS 10142.

   5.2. Equipment grounding shall connect all non-current carrying metal receptacles, electrical boxes, appliance frames, chassis, and PV module mounting structures in one long run; the grounding wire must not be switched, fused or interrupted.

   5.3. The complete earthing system shall be electrically connected to provide return to earth from all equipment independent of mechanical connection.

   5.4. An earth bus and a test point shall be provided.

   5.5. Earthing system design must meet the standard specifications and regulations not listed above.

6. **Combiner & Distribution boxes:**

   6.1. String/array combiner boxes shall incorporate DC string circuit breakers, DC array disconnect switch (easily accessible), lightning and over voltage protectors, protection equipment, screw type terminal strips and strain-relief cable glands.

   6.2. Combiner boxes shall have a protection rating of IP54.

   6.3. DC disconnect/isolator shall be provided in an easily accessible location, capable of disconnecting under full current.

   6.4. AC distribution box shall incorporate AC circuit breaker, surge voltage protectors, protection equipment, plant energy meter, screw type terminal strips and strain-relief cable glands.

7. **Cables:**

   7.1. Cables with double insulated and polarized (reverse polarity protected).
7.2. DC connectors shall be used.
7.3. All DC and AC cables shall be terminated using crimped cable lugs/sockets and screw type terminal strips and be protected from weather and corrosion.
7.4. Conduits/ cable trays shall be provided for all DC cabling on the roof and neatly secured onto the roof.
7.5. Conduits must be corrosion resistant stainless steel.
7.6. PVC must be avoided for all cabling material. Any sourced alternatives must have the required documentation to prove that PVC has not been used. If PVC products cannot be avoided, they should be sourced from re-used PVC or recycled contents. Documentation will be required to prove the source of the PVC.
7.7. AC and DC cables of electrical voltage and current ratings shall be rated for ‘in conduit wet and outdoor use’, with all external cables being weather and UV resistant.
7.8. DC and AC cabling between inverter and distribution boxes shall be secured with conduits/cable trays.
7.9. Total AC cable losses shall be maximum of 1% of the plant AC output over the specified ambient temperature range.
7.10. Total DC cable losses shall be maximum of 2% of the plant DC output over the specified ambient temperature range.
7.11. Cables feeding into building shall be looped to prevent water ingress;
7.12. All cables shall be neatly tied up;
7.13. Cables shall be located as far as possible from lightning protection;
7.14. All DC cables shall be clearly identifiable;
7.15. All cables shall be given string numbers;
7.16. Cables on roofs shall not interfere with the flow of rainwater;
7.17. Inverter wiring (including monitoring system) shall be carried out with the inverter disconnected from both the grid and PV modules;

8. General:
8.1. All BoS parts shall have an operating lifetime of 25 years.
8.2. A certificate of compliance (COC) is handed over at commissioning to SAAO on all installed BOS parts.
8.3. All installed BOS parts shall be SABS approved and clearly identifiable.
8.4. Existing DB boxes are to be used.

Monitoring and metering:
1. An electricity meter shall be installed which measures: Voltage, AC power output, Power factor and AC current.
2. The meter shall allow for integration into the data system through an Ethernet connection.

Structural and Mechanical Specifications:
1. The existing roof spaces identified will be used.
2. The bidder shall obtain the required roof details and evaluate the site during a scheduled site visit.
3. Structural support must be able to withstand the weather conditions of the region, including wind, hail, extreme temperatures, and snow.
4. Additional waterproofing shall be provided in the areas where fixture to the roof is made.
5. Array support structure shall be fabricated using corrosion resistant material; anodized aluminium, galvanized or stainless steel. Where galvanizing is used, the integrity of galvanization shall not be compromised by cutting, drilling or handling.
6. PV modules shall be secured to support structure using screw type fasteners and/or metal clamps. Measures shall be taken to ensure no corrosion occurs on any parts of the installation.
7. All welded joints and fasteners shall be treated for corrosion resistance.
8. All parts shall be free from corrosion when installed.
9. Trunking and cable trays are to be incorporated into the mounting structure. No loose cables are allowed.
10. Accessibility must be provided for cleaning purposes.
11. Full compliance required with the Health and Safety Act of South Africa

System layout:
1. Spacing shall be provided between module rows to allow for ease of replacement, cleaning, maintenance and personal protection.
2. Spacing shall be incorporated between vertically stacked modules and between the modules and the roof to allow for ventilation and air flow.
3. Structure and PV spacing shall incorporate existing features e.g. vents, skylights, antennae.
4. Clearance shall be provided in the layout of the inverter and DC/AC distribution boxes for cooling and ease of maintenance.

General requirements:
5. The bidder provides the system's layouts showing orientation, location, walkways, and the maximum power that will be generated from the layout.
6. All layouts and structural designs shall require the approval from the SAAO before installation.
7. The housing for the inverter and all BOS equipment is confirmed with SAAO before installation.
8. The system shall withstand operating environmental conditions for a period of minimum 25 years.
9. The total load on the roof shall not exceed the limits as specified by SAAO.
10. Safety and theft risks are minimised with measures confirmed with SAAO before installation.
11. Full compliance to Eskom’s requirements for grid integrated PV systems.

Local content
All components must comply with local legislation and must comply to the following content of locally manufacturing: (See SBD6.2 pg35)
1. Laminated PV Modules 15%
2. Module Frame 65%
3. DC Combiner Boxes 65%
4. Mounting Structure 90%
5. Inverter 40%

Operation and Maintenance (O&M)
An operation and maintenance contract shall be provided for a two-year period with the following requirements:
1. DC String/Array and AC Inverter monitoring: Continuous and computerized.
2. AC energy monitoring: Continuous and computerized.
3. Visual Inspection of the plant post installation and as agreed upon post RFP process.
4. Functional checks of protection components and switchgears post installation and as agreed upon post RFP process.
5. Clean PV array and installation area post installation.
6. Inverter, transformer, data acquisition, energy meters and power evacuation checks: Half yearly.
7. Support structure and roof water proofing checks: Yearly.
8. O&M log sheet shall be kept and handed over at the end of the O&M contract.

9. Repair and replacement work shall be completed within two weeks from the time of reporting the fault.

10. Any costs must be market related.

11. All recorded data for the first two years shall be preserved in electronic format and submitted at hand over.

12. Costing for 2 site visits per year for inspection and testing of the system.

13. All site visits are to performed with prior arrangement and in the presence of a SAAO representative.

14. The SAAO representative will accompany the service provide for all site visits to ensure knowledge transfer for post O&M contract. A detailed maintenance schedule must be provided to the representative for ongoing maintenance.

**Standards and Compliance**

1. It is expected that all bids will comply with the required standards relevant to any PV rooftop installation in South Africa.

2. Current best practises should be determined and applied by the successful contractor.

3. An electrical Certificate of Compliance as per SANS 10142-1 is required for the electrical installation.

4. Factory setting sheet or other documentation showing that the inverter has been set according to NRS 097-2-1 is required.

5. The installation must be signed off on commissioning by an ECSA registered professional engineer or technologist.

6. The successful bidder will be suitably registered with the CIDB as a Level 3 EB/EP.

**Installation and commissioning**

All electrical work shall be carried out by a suitably qualified person in line with the Health and Safety standards of South Africa. Working with PV systems is hazardous and extra care needs to be taken with the following:

1. PV arrays always produce electricity when exposed to light, thus the modules are live even if they are not yet installed or connected.

2. PV modules will continue to produce voltage, even if there is a fault on the circuit.

3. PV arrays are limited current sources, fuses and circuit breakers do not operate the same as normal AC power circuits.

4. Construction are roof based, slip and fall hazards are likely, sufficient safety harnesses are to be used.

5. Disconnections of any kind (including removal of string fuses) should not be made when the array is under load, due to danger of arcing.

6. Inverter wiring (including monitoring system) shall be carried out with the inverter disconnected from both the grid and PV modules.

7. The overall energy performance ratio of the system shall exceed 75%. (Sum total of the system energy losses shall not exceed 25%). E.g. For global solar insolation in the Plane of Array (POA) of 5 kWh/m2 (5 Peak Sun Hours) for the day, 100kWp PV power plant AC energy output shall be minimum of 375 kWh (75kWx5hrs) for the day.

The relevant South African standards to be complied to when installing site cables and wiring systems.

**Warranties**

1. All warranties must comply as a minimum to the General Conditions of Contract (in this document) Clause 15.

2. The warranty periods for the components are:

   2.1. Where not specified, thirty-six (36) months;

   2.2. PV Modules - Minimum product replacement 10 years, 90% output after 10 years and 80% power output
after 25 years

2.3. PV Modules - Minimum linear power warranty is 25 years at 80%

2.4. Inverter - Minimum product warranty is 5 years

2.5. Inverter – Minimum product replacement warranty is 5 years

2.6. All BoS parts and workmanship – Minimum workmanship including product replacement is 5 years and operating lifetime of 25 years

2.7. Support structure – Minimum workmanship including product replacement is replacement 10 years

2.8. Power evacuation and metering equipment – Minimum workmanship including product replacement is 10 years and operating lifetime of 25 years

2.9. Power plant installation - Minimum workmanship including product replacement is 10 years and operating lifetime of 25 years

Ability and Capacity

The bidder provides the following minimum demonstrating its capacity and ability to supply this bid:

1. CV and roles of its key project team with a minimum of three years’ experience in the industry per team member

2. CV and qualifications of the certified person that will do the final commissioning sign off meets the specification in this document

3. List of three projects of equivalent size and complexity completed in the last three years

Training

1. The bidder provides training in operating and maintaining the system to five SAAO staff members

2. The bidder provides two full sets of drawings for the commissioned system

3. The bidder provides 5 training manuals covering all components of the complete system

4. The bidder allows SAAO staff members to shadow its staff during the two years that they operate the system

Installation Schedule

The bidder provides an installation schedule, using the start date of 01 March 2019, detailing the milestones to achieve commissioning sign off within six months.

DRAWINGS ATTACHED AS ANNEXURES

Drawing for layout of panels. – Annexure A

RETURNABLE DOCUMENTS CHECKLIST

<table>
<thead>
<tr>
<th>Legislative/Technical Documents</th>
<th>Compliance</th>
</tr>
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<tr>
<td>(M – Mandatory); (O – Optional)</td>
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<tr>
<td>Procurement Invitation (SBD 1), signed and completed.</td>
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<th>Bid Section Reference</th>
<th>Reference to Bidder’s document</th>
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<tbody>
<tr>
<td>Declaration of Interest with Government (SBD 4), signed and completed.</td>
<td>M</td>
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<tr>
<td>Preference Points Claimed (SBD 6.1), signed and completed with an original BBBEE certificate or a certified copy of an original BBBEE certificate.</td>
<td>M</td>
<td>❑ Yes ❑ No</td>
<td>Page 27</td>
</tr>
<tr>
<td>Declaration of Past SCM Practices (SBD 8), signed and completed.</td>
<td>M</td>
<td>❑ Yes ❑ No</td>
<td>Page 33</td>
</tr>
<tr>
<td>Certificate of Independent Bid Determination (SBD 9), signed and completed.</td>
<td>M</td>
<td>❑ Yes ❑ No</td>
<td>Page 33</td>
</tr>
<tr>
<td>CSD Report reflecting legal details, registration numbers, details of directors, and tax status</td>
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<td>❑ Yes ❑ No</td>
<td>Page 4</td>
</tr>
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</table>

**Specification Eligibility**

| The connection diagram for connecting to the existing infrastructure | M         | ❑ Yes ❑ No            | Page 11 ESKOM Requirements      |
| Local Content set out as per SBD 6.2 is met                          | M         | ❑ Yes ❑ No            | Page 15 Local content and 30    |
| Power requirements datasheet                                         | M         | ❑ Yes ❑ No            | Page 11 Operating Life and PV Plant Performance |
| PV Modules datasheets                                                | M         | ❑ Yes ❑ No            | Page 11 PV Array                |
| Inverters datasheets                                                 | M         | ❑ Yes ❑ No            | Page 12 Inverter                |
| Mounting Structure datasheets                                        | M         | ❑ Yes ❑ No            | Page 14 Structural and Mechanical Specifications: |
| Balance of System datasheets                                         | M         | ❑ Yes ❑ No            | Page 13 Balance of Systems (BoS) |
| Metering & Monitoring Equipment datasheets                           | M         | ❑ Yes ❑ No            | Page 14 Monitoring and metering: |
| Green Building PVC reduction datasheets                              | M         | ❑ Yes ❑ No            | Page 14 PVC                     |
Bidder’s ability and capacity  | Submitted | Bid Section Reference | Reference to Bidder’s document |
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<tbody>
<tr>
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Warranties sheets provided  | Submitted | Bid Section Reference | Reference to Bidder’s document |
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Installation schedules  | Submitted | Bid Section Reference | Reference to Bidder’s document |
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<tr>
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<td>No</td>
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</table>

Three (3) written references from customers for whom projects have been completed with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of “Meets requirements.” In addition, details of five additional customers for the last two years where practical to enable verbal references.

Reference 1: From:
Reference 2: From:
Reference 3: From:

Pricing Documents  | Compliance | Submitted | Bid Section Reference |
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</table>

Pricing (SBD 3) in this document completed.

**PRE-QUALIFICATION ELIGIBILITY CRITERIA**

**LOCAL CONTENT AS SPECIAL CONDITION OF CONTRACT**

| Legislative local content | Local content applies as per the minimum levels stipulated on the DTI website [https://www.thedti.gov.za/industrial_development/ip.jsp](https://www.thedti.gov.za/industrial_development/ip.jsp) | Page 15 |

**ECONOMIC EMPOWERMENT AS SPECIAL CONDITION OF CONTRACT**

<table>
<thead>
<tr>
<th>Pre-Qualifying Criteria</th>
<th>Status Level</th>
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<td>A minimum B-BBEE status level</td>
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<td>An exempted micro enterprise (EME) or qualifying small enterprise (QSE)</td>
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<tr>
<td>At least 51% owned by black people</td>
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<tr>
<td>At least 30% owned by black women</td>
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A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.
# ELIGIBILITY CRITERIA

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<tr>
<th>Selection Element</th>
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<th>Reference to Bidder’s document</th>
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<td>Page 3, 9, &amp; 50</td>
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<tr>
<td>2. Declaration of Interest with Government (SBD 4), signed and completed.</td>
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<td>Page 25</td>
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<tr>
<td>3. Preference Points Claimed (SBD 6.1), signed and completed with an original BBBEE certificate or a certified copy of an original BBBEE certificate.</td>
<td>❑ YES ❑ NO</td>
<td>Page 27</td>
<td></td>
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<tr>
<td>4. Declaration of Past SCM Practices (SBD 8), signed and completed.</td>
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<tr>
<td>5. Certificate of Independent Bid Determination (SBD 9), signed and completed.</td>
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</tr>
<tr>
<td>6. CSD Report reflecting legal details, registration numbers, details of directors, and tax status</td>
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<td>Page 4</td>
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<td><strong>Specification Eligibility</strong></td>
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<tr>
<td>7. The connection diagram for connecting to the existing infrastructure for approval at ESKOM’s Technical Investigation Forum</td>
<td>❑ YES ❑ NO</td>
<td>Page 11 ESKOM Requirements</td>
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<td>8. Local Content set out as per SBD 6.2 is met</td>
<td>❑ YES ❑ NO</td>
<td>Page 15 Local content and 30</td>
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<tr>
<td>9. Power requirements meet specifications</td>
<td>❑ YES ❑ NO</td>
<td>Page 11 Operating Life and PV Plant Performance</td>
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</tr>
<tr>
<td>10. PV Modules meet specifications</td>
<td>❑ YES ❑ NO</td>
<td>Page 11 PV Array</td>
<td></td>
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<tr>
<td>11. Inverters meet specifications</td>
<td>❑ YES ❑ NO</td>
<td>Page 12 Inverter</td>
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</tr>
<tr>
<td>12. Mounting Structure meet specifications</td>
<td>❑ YES ❑ NO</td>
<td>Page 14 Structural and Mechanical Specifications</td>
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<tr>
<td>13. Balance of System meet specifications</td>
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<td>14 Metering &amp; Monitoring Equipment meet specifications</td>
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<td>15 Green Building PVC reduction meet specifications</td>
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<tr>
<td>16 Bidder’s ability and capacity meet specification</td>
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<td>Page 17 Ability and Capacity</td>
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<td>17 Warranties provided meet specifications</td>
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<td>18 Installation schedules meets specification</td>
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<tr>
<td>19 References meet specifications</td>
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<td>Page 35</td>
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</tbody>
</table>

### SBD 3: PRICING CONDITIONS AND DETAIL

1. **Pricing Schedule:** In terms of General Conditions of contract clause 17.1, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract.

2. **Price Quotation Basis:** Price quoted is fully inclusive of all costs to deliver the services and/or goods to the specified NRF price delivery point including value-added tax in terms of General Conditions of contract clauses 12, 32.1 and 32.2.

3. **Price Adjustments:** Price adjustments and their corresponding rules for the managing price risks on the basis of the NRF and the contracted bidder sharing the risk equally.

4. **Ceiling Price Calculation for Bid Award:** The NRF provides bidding estimates inclusive of the transport to point of delivery to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.

5. **Commitment to Contracted Service Provider:** The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.

6. **Commitment to fund Purchase Orders issued in terms of the Contract:** The NRF, when issuing the written purchase order stipulating quantity, description, delivery date, and the unit price as set out in this contract, guarantees that the funding is available for the value of that purchase order. The cumulative value of all purchase orders issued and paid for is the total value of the signed contract.

7. **Price Delivery Points are:**

   SAAO Site, Old Frazerburg Road, Sutherland, South Africa
**Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

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</tr>
<tr>
<td></td>
<td>Travel to site</td>
<td>Kms priced at R3.61 per km</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>On site accommodation</td>
<td>Nights</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Training of staff</td>
<td>Per staff member</td>
<td></td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drawings</td>
<td>Full sets</td>
<td></td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Operating and maintaining the system</td>
<td>Monthly</td>
<td>N/A</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Operating and maintaining the system</td>
<td>Monthly</td>
<td>N/A</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Year 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Operating and maintaining the system</td>
<td>Monthly</td>
<td>N/A</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Total Cost is determined by multiplying quantity by unit price for all line items

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION/</th>
<th>UOM</th>
<th>Foreign Exchange Component</th>
<th>Local Cost portion</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>LINE</th>
</tr>
</thead>
</table>

**EXECUTION/DELIVERY CONDITIONS**

1. **Implementation**

   The appointed bidder and the SAAO project team will finalise the project plan, build schedule, agree on the commencement and completion dates for each stage of the install and commission at the first contract management meeting.

   The appointed bidder and the SAAO project team meet weekly until completion.

2. **Performance Verification**

   In terms of GCC Clause 16, read with SCC Clause 16.2A and GCC Clause 8 (Inspections, Tests, and Analyses), the NRF appointed contract manager will verify the performance of this contract with reference to the required delivered equipment and commissioning services and any other element specified in this contract.

   The appointed bidder and SAAO project team will verify the final specifications of each module prior to its build.

   The appointed bidder and SAAO project team will verify each component built meets the specifications prior to shipment to Sutherland. The appointed bidder keeps the SAAO project team current with the build progress.

   The appointed bidder and SAAO project team will verify the system layout for orientation, location, and walkways that will generate the maximum power prior to installation.

   The appointed bidder and SAAO project team will verify the structural integrity of the roofs that SAAO has designated for the installation.

   The appointed bidder and SAAO project team will verify installation of each component at the stage completion as agreed to.

   The appointed bidder provides all compliance certificates including the electrical Certificate of Compliance as per SANS 10142-1 and the factory setting sheet or other documentation showing that the inverter has been set according to NRS 097-2-1 is required for verification and acceptance by the SAAO project team.

   After the appointed bidder has commissioned the system, the appointed bidder has an ECSA registered professional engineer or technologist verifies commissioning and that the system meets specification. The appointed bidder provides this to the SAAO project team for verification and, upon signature, acceptance of the system.

3. **Contract Due Diligence during the contract period**: The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

4. **Communication**: The contracted parties communicate in writing through mail delivery, or email. The contracted party must state the contract number and purchase order number, if the latter is applicable, on communication and documentation. The contract party is not obliged to act upon any communication that
### EXECUTION/DELIVERY CONDITIONS

<table>
<thead>
<tr>
<th>5</th>
<th><strong>Jigs, Tools, Data Packs, and Templates:</strong> All jigs, tools, templates, manufacturing data packs, and similar equipment necessary for the execution of this contract is property of the NRF where the NRF pays for these. On completion of the contract, the contractor returns all NRF property to the NRF.</th>
</tr>
</thead>
</table>
| 6 | **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract must undergo safety induction.

Over and above the obligations provided for by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party must comply with the relevant health and safety instructions as given to them by site safety personnel. All personnel must wear the appropriate personal protective equipment at all times while on the site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

In terms of the Act and the regulations promulgated in terms thereof, the contracted party, on signing the contract (SBD 7), becomes responsible for itself, its employees, and those people affected by its operations. All work and uses equipment on site must be performed in compliance with the provisions of the Act.

To this end and where applicable, the contracted party shall make available to the NRF a valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and Diseases Act on behalf of all its local subcontractors and shall ensure that its validity does not expire while executing this bid. The contracted party shall furnish its registration number with the office of the Compensation Commissioner. The contracted party is expected to enter into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts. This requirement is only applicable to local South African contractors and not to foreign contractors.

The contracted party must maintain a health and safety plan complying with the requirements of the Act at the site during the period that contracted work takes place on the site.

The NRF manages the contracted party to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party’s team (including sub-contracted personnel), must submit a signed indemnity form prior to entering the work site, to be kept in the contracted party’s health and safety file.

### PERFORMANCE/SERVICE LEVEL CONDITIONS

<table>
<thead>
<tr>
<th>1</th>
<th>The NRF measures the contracted bidder’s performance against performance levels in the execution of the contract. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder’s failure to meet performance levels is not susceptible to precise determination.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Where the non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff, the NRF does not hold the contract bidder liable for that performance failure.</td>
</tr>
</tbody>
</table>
| 3 | If the contracted bidder fails to meet any performance level:

   a. The contracted bidder shall investigate and report on the root causes of the performance level failure;

   b. Promptly correct the failure and begin meeting the set performance levels;

   c. Advise the NRF, to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and |
**PERFORMANCE/SERVICE LEVEL CONDITIONS**

d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.

4 Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect to the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

---

**STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS**

<table>
<thead>
<tr>
<th>PERFORMANCE BEING MEASURED</th>
<th>MEASUREMENT METHODOLOGY</th>
<th>PENALTY AND LEVEL APPLICABLE FROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Build quality</td>
<td>SAAO Project manager and appointed bidder verify prior to delivery</td>
<td>The bidder has 14 days to remedy any defect(s) notified by SAAO in writing. Thereafter the bidder pays a penalty of penalty is 1% of the component price per day that the defect is not corrected</td>
</tr>
<tr>
<td>Installation and commissioning</td>
<td>SAAO Project manager and appointed bidder verify after commissioning</td>
<td>The bidder has 14 days to remedy any defect(s) notified by SAAO in writing. Thereafter the bidder pays a penalty of penalty is 1% of the component price per day that the defect is not corrected</td>
</tr>
<tr>
<td>Call-out to site</td>
<td>Performance level = 48 hours from call-out notification</td>
<td>0.01% of bid price per day late from the agreed performance level</td>
</tr>
<tr>
<td>Meeting agreed delivery dates</td>
<td>Dates as agreed by both parties. Delays are measured in days past the agreed date</td>
<td>2% of the component price per day late</td>
</tr>
<tr>
<td>Operating and maintaining</td>
<td>Downtime due to poor operating and/or poor management</td>
<td>1% of the total contract price for each day that Sutherland cannot do research</td>
</tr>
</tbody>
</table>

---

**SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT**

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

a. The Bidder is employed by the State; and/or
### SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Name of Bidder or his/her representative:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Identity Number:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Position occupied in the Company (director, trustee, shareholder, member):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Registration number of company, enterprise, close corporation, partnership agreement:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tax Reference Number:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>VAT Registration Number:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

- Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule
  - _Name of person/director/trustee/shareholder/member:_
  - _Name of State institution at which you or the person connected to the Bidder is employed_
  - _Position occupied in the State institution_
  - _Any other particulars:_

- If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?
  - _Yes_  _No_

- If Yes, did you attach proof of such authority to the Bid document?
- If No, furnish reasons for non-submission of such proof as an attached schedule

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)
### SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did you or your spouse or any of the company's directors/trustees/owners or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If so, furnish particulars as an attached schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If so, furnish particulars as an attached schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you or any of the directors/trustees/owners of the company have any interest in any other related companies whether or not they are bidding for this contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If so, furnish particulars as an attached schedule</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. **GENERAL CONDITIONS**
   1.1. The following preference point systems are applicable to all bids:
      1.1.1. The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
      1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED 100

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

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

1.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

\[ P_s = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{OR} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]
Where \( Ps \) = Points scored for price of bid under consideration

\( Pt \) = Price of bid under consideration

\( P_{\text{min}} \) = Price of lowest acceptable bid

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

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

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

3. BID DECLARATION

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

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

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

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

4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

| YES | NO |

If yes, indicate:

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

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

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

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

(Tick applicable box)

| YES | NO |

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

Designated Group: An EME or QSE which is at last 51% owned by:

<table>
<thead>
<tr>
<th>Designated Group</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SBD 6.1 - PREFERENCE POINTS CLAIMED

<table>
<thead>
<tr>
<th>Cooperative owned by black people</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people who are military veterans</td>
<td></td>
</tr>
<tr>
<td><strong>OR</strong></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
</tr>
</tbody>
</table>

#### 5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: …………………………………………………………………………………

VAT registration number: ……………………………………………………………………………

Company registration number:……………………………………………………………………

**TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

…………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………

**COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the
SBD 6.1 - PREFERENCE POINTS CLAIMED

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

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

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

2. General Conditions

   Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

   Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

   Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and benefits (B-BBEE).

   A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

   The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

   \[ LC = \left\{1 - \frac{x}{y}\right\} \times 100 \]

   Where
SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.


A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________________</td>
<td>____________________________</td>
</tr>
<tr>
<td>_________________________________</td>
<td>____________________________</td>
</tr>
<tr>
<td>_________________________________</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES  [ ]  NO  [ ]

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.
LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. ....................................................

ISSUED BY: (Procurement Authority / Name of Institution):
........................................................................................................................................

NB

1. The obligation to complete, duly sign, and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D, and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to update continuously Declarations C, D, and E with the actual values for the duration of the contract.

I, the undersigned, …………………………………………. (full names),

Do hereby declare, in my capacity as …………………………………………. …………..

of …………………………………………………………………………. (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

a. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information
SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

contained in Declaration C, D and E.

(d) I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPPA), 2000 (Act No. 5 of 2000).

SIGNATURE: ______________________ DATE: ___________

WITNESS No. 1 ______________________ DATE: ___________

WITNESS No. 2 ______________________ DATE: ___________

SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:

☐ Yes  ☐ No

Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:

☐ Yes  ☐ No

Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:

☐ Yes  ☐ No

Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:

☐ Yes  ☐ No

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate;
- I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
- Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a. Has been requested to submit a Bid in response to this Bid invitation;
b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

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

#### Referee Letterhead

<table>
<thead>
<tr>
<th>Referee Legal Name:</th>
</tr>
</thead>
</table>

#### Reference on Company:

<table>
<thead>
<tr>
<th>Bid Number:</th>
<th>NRF/SAAO/2018/004</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bid Description:</th>
<th>Solar Electric Installation</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Criteria / Risks</th>
<th>Below Requirements</th>
<th>Meets Requirements</th>
<th>Exceeds Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Build quality meet the given specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meet agreed timelines</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer service met expectations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum cost overruns</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall Impression</td>
<td>Other comments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approximate value of contract

Would you use the provider again?  
☐ YES  ☐ NO

#### Completed by:

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

---

### General Conditions

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing...
### GENERAL CONDITIONS

Specific information relevant to a GCC clause below that GCC clause. Special contract conditions specific to this bid contract that are not part of the General Conditions section are listed in the above sections of this document. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

<table>
<thead>
<tr>
<th>GCC1</th>
<th>Definitions - The following terms shall be interpreted as indicated:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</td>
</tr>
<tr>
<td>1.2</td>
<td>“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.</td>
</tr>
<tr>
<td>1.3</td>
<td>“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</td>
</tr>
<tr>
<td>1.4</td>
<td>“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.</td>
</tr>
<tr>
<td>1.5</td>
<td>“Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</td>
</tr>
<tr>
<td>1.6</td>
<td>“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.</td>
</tr>
<tr>
<td>1.7</td>
<td>“Day” means calendar day.</td>
</tr>
<tr>
<td>1.8</td>
<td>“Delivery” means delivery in compliance of the conditions of the contract or order.</td>
</tr>
<tr>
<td>1.9</td>
<td>“Delivery ex stock” means immediate delivery directly from stock actually on hand.</td>
</tr>
<tr>
<td>1.10</td>
<td>“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.</td>
</tr>
<tr>
<td>1.11</td>
<td>“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.</td>
</tr>
<tr>
<td>1.12</td>
<td>“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.</td>
</tr>
<tr>
<td>1.13</td>
<td>“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.</td>
</tr>
<tr>
<td>1.14</td>
<td>“GCC” mean the General Conditions of Contract.</td>
</tr>
<tr>
<td>1.15</td>
<td>“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</td>
</tr>
</tbody>
</table>
### GENERAL CONDITIONS

1.16 "**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "**Local content**" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.

1.18 "**Manufacture**" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.

1.19 "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "**Project site**", where applicable, means the place indicated in bidding documents.

1.21 "**Purchaser**" means the organization purchasing the goods.

1.22 "**Republic**" means the Republic of South Africa.

1.23 "**SCC**" means the Special Conditions of Contract.

1.24 "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "**Written**" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

#### GCC2 Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract 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.

#### GCC3 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

#### GCC4 Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and
GENERAL CONDITIONS

| SCC4.1A | The bidder conforms to the minimum standards in this document and below including any other legislation applicable:  
2. PV modules are to comply to the following standards:  
   - IEC 61215 or IEC 61646  
   - IEC 61730  
3. Inverter - All inverters are to be grid-tied and comply to the Electrical Supply quality specifications NRS 048-2, the embedded generator specifications NRS 097-2-1. The Inverter units shall comply to the relevant IEC or similar standards until relevant SANS standards become available:  
   - IP65 for electronics in accordance with IEC 60529  
   - IEC 62109: Safety of power converters for use in photovoltaic power systems  
   - IEC 62116: Test procedure of islanding prevention measures for utility-interconnected photovoltaic inverters  
   - IEC 62093: Balance-of-system components for photovoltaic systems - Design qualification natural environments  
   - Electromagnetic compatibility (EMC) to be tested to EN 61000  
4. Installers conform to the following regulations with regards to the installation of PV systems:  
   - Electricity Regulation Act, Act 4 of 2006;  
   - Electricity Regulation Act, 28 of 2007 as amended;  
   - South African Distribution Code (all parts);  
   - South African Grid Code (all parts);  
   - South African Renewable Power Plants Grid Code;  
   - Occupational Health and Safety Act 1993 as amended;  
   - SANS 10142 – Parts 1 to 4: The Wiring of Premises;  
   - SANS 474/NRS 057 Code of Practice for Electricity Metering;  
   - NRS 048: Electricity Supply – Quality of Supply  
   - NRS 097-1: Code of Practice for the interconnection of embedded generation to electricity distribution networks: Part 1, MV and HV (Eskom 240-61268576 / DST 34-1765: Standard for the interconnection of embedded generation, is applicable until published);  
   - NRS 097-2: Grid interconnection of embedded generation: Part 2 Small scale embedded generation. |

| GCC5 | Use of contract documents and information  
5.1 The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.  
5.2 The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

SCC5A Copyright and Intellectual Property

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

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

**Contract intellectual property** is the intellectual property created by the parties to this contract for and in the execution of the contract.

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

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

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

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

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

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

The contracted supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and
GENERAL CONDITIONS

forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

### SCC5B Confidentiality

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

6. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation’s prior written consent.

7. 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

8. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

9. Disclose the confidential information to any third party, or

10. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

11. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

12. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;

13. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;

14. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or

15. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

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

16. All written disclosures received from the NRF;

17. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and

18. All material embodiments of the contract intellectual property.
## GENERAL CONDITIONS

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

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

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

### SCC5C Protection of Private Information

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

### GCC6 Patent rights

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

### GCC7 Performance security

7.1 Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2 a cashier’s or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### SCC7A No performance security is required unless an upfront deposit is paid by NRF over an amount of R500 000.

### 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
### GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.3</td>
<td>If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</td>
</tr>
<tr>
<td>8.4</td>
<td>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.</td>
</tr>
<tr>
<td>8.5</td>
<td>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.</td>
</tr>
<tr>
<td>8.6</td>
<td>Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</td>
</tr>
<tr>
<td>8.7</td>
<td>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.</td>
</tr>
<tr>
<td>8.8</td>
<td>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.</td>
</tr>
</tbody>
</table>

### GCC9

#### Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### GCC10

#### Delivery and Documentation

10.1 The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.

10.2 Documents submitted by the supplier specified in SCC.

### SCC10

The supplier is to supply two (2) copies of design drawings and training manuals for five (5) employees.
### GENERAL CONDITIONS

#### GCC11  Insurance

11.1 The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

#### SCC11A  The contractor carries insurance of R 3 million for both:

- a. public liability (including product liability) plus
- b. professional indemnity

#### SCC11B  NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.

#### GCC12  Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

#### GCC13  Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### SCC13A  In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.

#### SCC13B  Incidental services includes any spares or components required to keep the installation running not foreseen at the date of bid including any ad hoc callouts with subsequent work.

#### 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
### GENERAL CONDITIONS

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.

| SCC14A | Prices for spare parts charged by supplier not included in this contract’s initial price schedule (SBD 3.1) shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares.

The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.

| SCC14B | The appointed bidder provides full list of parts and components at the commissioning date with these lists being refreshed with changes to the parts and components of the system unforeseen at the date of commissioning.

| GCC15 | **Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

| SCC15A | The warranty periods for Clause 15.2 are stated in the specification section.

| GCC16 | **Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

| SCC16.1A | The NRF’s method of payment is electronic funds transfer after all conditions of Clause 16 are met.

Payment terms are as follows:

- 40% Deposit on agreement of purchase
- 45% on acceptance of working supply system
- 15% retention for six (6) months
#### GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.2</td>
<td>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.</td>
</tr>
<tr>
<td>SCC16.2A</td>
<td>Clause 16.2 the term “copy of the delivery note and upon fulfilment of other obligations stipulated in the contract” is met by a NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.</td>
</tr>
<tr>
<td>16.3</td>
<td>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.</td>
</tr>
<tr>
<td>SCC16.3A</td>
<td>The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16.2A</td>
</tr>
<tr>
<td>16.4</td>
<td>Payment will be made in Rand unless otherwise stipulated in SCC.</td>
</tr>
<tr>
<td>SCC16.4A</td>
<td>The currency of payments is negotiated between the appointed bidder and purchaser once the contract is signed and shipment confirmed.</td>
</tr>
<tr>
<td>GCC17</td>
<td>Prices</td>
</tr>
<tr>
<td>17.1</td>
<td>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.</td>
</tr>
<tr>
<td>SCC17</td>
<td>Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted and spare parts. Where price is subject to rate of exchange variation, the bidder states the portion subject to exchange rate variation with the currency used in their bid for each line in the price schedule. The base exchange rate will be set at the time of awarding the contract as published by the bank ABSA. As neither party controls the movement of the exchange rate, the contracted provider and the NRF will share any currency exchange rate variation costs and benefits from the base price equally for the line items where the bidder has stated the foreign currency portion. (If the price of items at the time of payment to the supplier is above the base rate, NRF will only pay 50 percent of the cost above the base rate. If the price of goods and services is below the base rate, NRF will be entitled to receive 50 percent of the amount below the base rate.)</td>
</tr>
<tr>
<td>GCC18</td>
<td>Contract amendment</td>
</tr>
<tr>
<td>18.1</td>
<td>No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</td>
</tr>
<tr>
<td>GCC19</td>
<td>Assignment</td>
</tr>
<tr>
<td>19.1</td>
<td>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.</td>
</tr>
<tr>
<td>GCC20</td>
<td>Subcontract</td>
</tr>
<tr>
<td>20.1</td>
<td>The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</td>
</tr>
<tr>
<td>SCC20</td>
<td>Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.</td>
</tr>
</tbody>
</table>
### GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>GCC21</th>
<th>Delays in supplier’s performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.1</td>
<td>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.</td>
</tr>
<tr>
<td>21.2</td>
<td>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.</td>
</tr>
<tr>
<td>21.3</td>
<td>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.</td>
</tr>
<tr>
<td>21.4</td>
<td>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.</td>
</tr>
<tr>
<td>21.5</td>
<td>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.</td>
</tr>
<tr>
<td>21.6</td>
<td>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.</td>
</tr>
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<table>
<thead>
<tr>
<th>GCC22</th>
<th>Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.1</td>
<td>Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>GCC23</th>
<th>Termination for default</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.1</td>
<td>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:</td>
</tr>
<tr>
<td>23.1.1</td>
<td>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;</td>
</tr>
<tr>
<td>23.1.2</td>
<td>If the Supplier fails to perform any other obligation(s) under the contract; or</td>
</tr>
<tr>
<td>23.1.3</td>
<td>If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</td>
</tr>
</tbody>
</table>
| 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.

**SCC23.2A**

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- 23.6.1 The name and address of the supplier and/or person restricted by the purchaser;
- 23.6.2 The date of commencement of the restriction
- 23.6.3 The period of restriction; and
- 23.6.4 The reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**GCC24**

**Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment
GENERAL CONDITIONS

is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

GCC25  Force Majeure

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

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

GCC26  Termination for insolvency

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

GCC27  Settlement of disputes

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

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

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

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

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;
### GENERAL CONDITIONS

28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

<table>
<thead>
<tr>
<th>GCC29</th>
<th>Governing language</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.1</td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC30</th>
<th>Applicable law</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.1</td>
<td>The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
</tr>
</tbody>
</table>

<p>| SCC30.1A | Other legal systems are not applicable. |</p>
<table>
<thead>
<tr>
<th>GCC31</th>
<th>Notices</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.1</td>
<td>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.</td>
</tr>
<tr>
<td>31.2</td>
<td>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.</td>
</tr>
</tbody>
</table>

| SCC31 | Electronic communication, to the extent it meets the requirements of legal notices and the requirements of the electronic communication laws, is permitted. |

<table>
<thead>
<tr>
<th>GCC32</th>
<th>Taxes and duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.1</td>
<td>A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.</td>
</tr>
<tr>
<td>32.2</td>
<td>A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</td>
</tr>
<tr>
<td>32.3</td>
<td>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.</td>
</tr>
</tbody>
</table>

| SCC32A | The “tax certificate” in clause 32.3’s second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments. |

<table>
<thead>
<tr>
<th>GCC33</th>
<th>National Industrial Participation Programme</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.1</td>
<td>The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC34</th>
<th>Prohibition of restrictive practices</th>
</tr>
</thead>
</table>
| 34.1  | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement
## GENERAL CONDITIONS

between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

### 34.2

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

### 34.3

If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## BID CONTRACT SUBMISSION CERTIFICATE

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.

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.

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

<table>
<thead>
<tr>
<th>Invitation to Bid (SBD 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Specification(s) as set out in the respective section in the bid contract;</td>
</tr>
<tr>
<td>7. Annexures to the bid contract;</td>
</tr>
<tr>
<td>8. Bidders responses to this Bid Invitation and bid contract;</td>
</tr>
<tr>
<td>9. Price schedule (SBD 3);</td>
</tr>
<tr>
<td>10. Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate;</td>
</tr>
<tr>
<td>11. Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable;</td>
</tr>
<tr>
<td>12. Declaration of Interest (SBD4);</td>
</tr>
<tr>
<td>13. Independent Price Determination (SBD 9);</td>
</tr>
<tr>
<td>14. Declaration of Bidder’s past SCM practice (SBD 8); and</td>
</tr>
<tr>
<td>15. Contract conditions</td>
</tr>
</tbody>
</table>

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in
BID CONTRACT SUBMISSION CERTIFICATE

I terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

<table>
<thead>
<tr>
<th>NAME (PRINT)</th>
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</thead>
<tbody>
<tr>
<td>CAPACITY</td>
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<tr>
<td>SIGNATURE</td>
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</tbody>
</table>

WITNESS 1

| NAME       |  |
| SIGNATURE  |  |

WITNESS 2

| NAME       |  |
| SIGNATURE  |  |

DATE