Invitation to Bid

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

BID NUMBER
NRF/SAEON/HPME/2019

Closing Date and Time
16 JULY 2019 & 16:00H

BID DESCRIPTION
Supply and Delivery of High Precision Meteorological Equipment at SAEON for five years
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INVITATION TO BID (SBD 1)

Bid Number: NRF/SAEON/HPME/2019

Closing date and time: 16 JULY 2019 AND 16:00H

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

SAEON requires additional Eddy Covariance (EC) and High Precision Meteorological Equipment (HPME) to supplement an existing array of EC and HPME instrumentation. Supply of five (5) Automatic Weather Stations, eighteen (18) Enhanced Rain Stations, eighteen (18) Rain Gauges and additional twelve (12) to fifteen (15) rain station and gauges if funding become available over a period of five (5) years. The equipment purchased must be comparable with the existing infrastructure.

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

Physical Address:
Reception Area,
56 Florence Street,
Colbyn,
Pretoria, 0083
South Africa, Next to Equatorial Guinea Embassy
Opening hours are 8.30 to 4pm
GPS coordinates: -25.741373, 28.247791
Dimensions of tender box opening
900 cm wide and 1100 cm long

Addressed as Follows:
On the face of each covering envelope, the Bid Number and Bidder’s Name, Postal Address, Contact Name, Telephone Number and email address
On the face of each technical envelope and price envelope, the same information.

PREQUALIFICATION: Equipment offered for this bid must be comparable and compatible with the existing infrastructure

Number of ORIGINAL bid documents required for contract signing: 2

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.

Number of EVALUATION copies (Mark pages as “Evaluation Copy”): 2 physical documents

TWO ENVELOPE SYSTEM: Yes

PRICE VALIDITY PERIOD FROM DATE OF CLOSURE: 120 days

Bidding procedure enquiries are directed in writing to: Technical information queries are directed in writing to:
<table>
<thead>
<tr>
<th>Section</th>
<th>Supply Chain Management</th>
<th>Section</th>
<th>SAEON EFTEON Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person</td>
<td>Mr Lawrence Matsena</td>
<td>Contact person</td>
<td>Dr Gregor Feig</td>
</tr>
<tr>
<td>E-mail address</td>
<td><a href="mailto:law@saeon.ac.za">law@saeon.ac.za</a></td>
<td>E-mail address</td>
<td><a href="mailto:gregor@saeon.ac.za">gregor@saeon.ac.za</a></td>
</tr>
</tbody>
</table>

**SUPPLIER INFORMATION**

<table>
<thead>
<tr>
<th>Name Of Bidder</th>
<th></th>
<th>Postal Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Code Number</td>
<td></td>
<td>Cell Phone Number</td>
<td></td>
</tr>
<tr>
<td>Code Number</td>
<td></td>
<td>Facsimile Number</td>
<td></td>
</tr>
<tr>
<td>Code Number</td>
<td></td>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>VAT Registration Number</td>
<td></td>
<td>Tax Validity Status</td>
<td>B-BBEE Status</td>
</tr>
<tr>
<td>Central Supplier Database No.</td>
<td></td>
<td>Tax Compliance System PIN</td>
<td>Central Supplier Database No.</td>
</tr>
<tr>
<td>B-BBEE Status Level Verification Certificate</td>
<td>Tick Applicable Box.</td>
<td>B-BBEE Status Level Sworn Affidavit</td>
<td>Tick Applicable Box.</td>
</tr>
<tr>
<td>❑ Yes ❑ No</td>
<td></td>
<td>❑ Yes ❑ No</td>
<td></td>
</tr>
</tbody>
</table>

[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]
SUPPLIER INFORMATION

Are you the accredited representative in South Africa for the goods/services/works offered? ☐ Yes ☐ No

[If yes enclose proof]

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

[If yes, answer the questionnaire below]

Is the entity a resident of the Republic of South Africa (RSA)? ☐ Yes ☐ No

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

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

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

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

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not 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 persons 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.

**TWO ENVELOPE SYSTEM**

The NRF, in the interests of transparent procurement, utilises the two-envelope system to separate the price details (the second envelope) to minimise any form of price bias in the technical selection phase (the first envelope).

**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.

1. **The minimum threshold is 75%, bidders failing to achieve a minimum threshold of 75%, will be disqualified for further evaluation on technical and price.**

### Stage 2B – 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

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### EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

<table>
<thead>
<tr>
<th>Selection Element</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Reference letters provide proof to deliver equipment and services required to a professional standard. Assess references letters</td>
<td>20%</td>
<td>5 up to 2 Client references which show the service provider meets requirements</td>
</tr>
<tr>
<td>2 Evidence of capacity to supply: Assessment of company profile using documents returned to proof that the company has existed for 2 to 5 or more years and has evidence of the ability to supply the required equipment. Evaluate the credibility of the company focusing on proof provided of track record to supply the equipment offered as well as ability for downstream purchases for at least the 5-year contract period</td>
<td>30%</td>
<td>7.5 Proof that the company has the ability to supply the required equipment for less than 5 years</td>
</tr>
<tr>
<td>3 Warranties</td>
<td>20%</td>
<td>5 one year warranty provided for all the components from date of supply</td>
</tr>
<tr>
<td>4 Technical capacity of the supplier to provide long-term downstream support for the equipment offered</td>
<td>30%</td>
<td>0 No agreement of staff training with local supply</td>
</tr>
</tbody>
</table>

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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.

1. **The minimum threshold is 75%, bidders failing to achieve a minimum threshold of 75%, will be disqualified for further evaluation on technical and price.**

Stage 2B – 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 cancel 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 Environmental Observation Network (“SAEON”), a business unit within the NRF, is mandated to conduct Long Term Environmental Research to detect and understand the impacts of Global Change in South Africa. Seven SAEON nodes are strategically situated across geographic regions representing the country’s major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence.
CONTEXT OF THIS PROCUREMENT

SAEON currently operates six nodes and two Research Infrastructures that are strategically situated across geographic regions representing the country’s major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales.

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

SAEON’s purpose is to meet the increased measuring by supplementing an already existing array of meteorological equipment operated through the EFTEON project and at SAEON, with additional meteorological equipment that is comparable and compatible with existing systems for the next five years.

CONTRACT PERIOD

The contract period for this bid contract is five (5) years.

EXISTING INFRASTRUCTURE BEING SUPPLEMENTED

1. Compatible with Campbell Scientific CR6, CR1000 and CR300 series data loggers (existing infrastructure) and existing Eddy Covariance systems utilising IRGASON instrumentation. Requires compatibility with a SDM Port

DETAILED SPECIFICATION

HPME SYSTEM 1 - Automatic Weather Stations (AWS)

1. High precision, robust, full Automatic Weather Stations (AWS).
2. Operating software from the OEM including regular firmware and software upgrades.
3. Must meet the following minimum specifications:

<table>
<thead>
<tr>
<th>Qty</th>
<th>System components</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Data Logger (Type 1, programmable with 16 single analogue inputs)</td>
</tr>
<tr>
<td></td>
<td>o Must have 16 single-ended / 8 differentials (individually configured) analogue inputs with the option of increasing number of channels with a multiplexer</td>
</tr>
<tr>
<td></td>
<td>o Must be suitable for extreme, dusty humid environments, with an operating range of -20 to +50 degrees Celsius or better</td>
</tr>
<tr>
<td></td>
<td>o Have least 2 MB of flash for operating system with at least 4MB’s of battery backed up SRAM and equipped with compact flash port for memory card slots for expanded storage potential</td>
</tr>
<tr>
<td></td>
<td>o Equipped with watch dog timers to monitor the state of the processor</td>
</tr>
<tr>
<td></td>
<td>o Data loggers shall allow bi-directional communication with a laptop via a serial 9 pin RS 232 port</td>
</tr>
<tr>
<td></td>
<td>o The Data logger shall have the facility to interface with modems and radio transmission</td>
</tr>
<tr>
<td></td>
<td>o Must be able to operate on 12 V DC power supply</td>
</tr>
<tr>
<td></td>
<td>o Data logger clock, programme and memory must be supported by internal backup battery so that no data is lost due to power failure or battery</td>
</tr>
<tr>
<td></td>
<td>o Resolution must be 0.33 µV on differential measurement of range ± 2.5 mV</td>
</tr>
</tbody>
</table>
1. **Anemometer + Wind Direction Sensor**
   - Range 0-75m/s
   - Accuracy ±0.5m/s
   - Threshold ≤0.5m/s
   - Wind direction Range 0-360°

2. **Integrated Air Temperature Sensor + Relative Humidity Sensor** with 1x spare replacement filter and sensor element recalibration with radiation shield into which the sensor can fit
   - **Humidity**
     - Range 0-100%
     - Resolution 1% RH
     - Accuracy 3% at (10-90% range)
   - **Temperature**
     - Range -40-60°C
     - Resolution 0.1°C (K)
     - Accuracy > 0.4°C (5-40°C range)
   - Compatible with CS CR 300, CR1000, CR6 and CR3000 range data loggers (Existing infrastructure)

3. **High precision tipping bucket rain gauge**
   - Resolution <0.255mm/tip
   - Orifice (funnel) 20cm or more
   - Operating temperature range 0° - 50°C
   - Accuracy better or equal to 1% in events up to 50mm/hour
   - Bird spike (Only required for some localities included for estimate purposes)
   - Compatible with CS CR 300, CR1000, CR6 and CR3000 range data loggers (Existing infrastructure)

4. **Barometer** (Only required for some localities included for estimate purposes)
   - Range 650-1060hPa
   - Accuracy ±0.1hPa
   - Operational temperature range -40°C to 60°C
   - NIST or SANAS traceable calibration certificate

5. **Pyranometer with a thermopile sensor construction** (Only required for some localities included for estimate purposes)
   - Must meet WMO standard (WMO standard for Good Quality network (fine for network) calls for in the 300-3000 nm range)
   - Response time (95% response) <30 S
   - Resolution better than 5W/m²
   - Stability (change per year) 2% of full scale or better
   - 300-2800 nm range
   - Max 2000W/m²
   - Operating temperature (-40°C to 80°C)
   - Temperature dependence 5%
- Sensitivity 5-120 µV/W/m²

<table>
<thead>
<tr>
<th>1</th>
<th>Ultraviolet Radiation Sensor for total UV irradiance (Only required for some localities included for estimate purposes)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Spectral range 280-400nm</td>
</tr>
<tr>
<td></td>
<td>• Sensitivity (300-500µV/W/m²)</td>
</tr>
<tr>
<td></td>
<td>• Non linearity &lt;1%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>Grass minimum sensor (Robust temperature sensor for measurement of surface temperature) (Only required for some localities included for estimate purposes)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Range -40-70°C</td>
</tr>
<tr>
<td></td>
<td>• Accuracy ±0.05°C</td>
</tr>
</tbody>
</table>

| 1 | Galvanised mounting pipes with lighting protection |
| 1 | All required cabling and sensor mounting equipment |
| 1 | GPRS/GSM Modem (Only required for some localities included for estimate purposes) |
| 1 | Satellite GPRS/GSM Modem *(Only required for some localities included for estimate purposes)* |
| 1 | Automated download system for OEM or accredited supplier to check system and server used for remote downloading *(Only required for some localities included for estimate purposes)* |
| 1 | Required Solar panel(s) and battery (or batteries) which provide sufficient power to run the entire station continuously (Only required for some localities included for estimate purposes) |
| 1 | Waterproof enclosure to house data logger, batteries and any other components that require protection from the elements (Only required for some localities included for estimate purposes) |
| 1 | A tripod or other secure mounting system to which all other components can attach, at heights of at least 2.5m (Only required for some localities included for estimate purposes) |
| 1 | Leaf wetness sensor (Only required for some localities included for estimate purposes) |
| 1 | Card holder compatible with the system plus Extra 2 gig memory cards |

**HPME SYSTEM 2 - Enhanced Rainfall Stations**

1. Stations must allow combinations of wind direction + wind speed; and/or Temperature + Relative humidity; and/or Short wave radiation stations:
2. Operating software from the OEM including regular firmware and software upgrades.
3. Must meet the following minimum specifications:

<table>
<thead>
<tr>
<th>Qty</th>
<th>System component</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Programmable Data Logger (Type 2, 5 single analogue channels)</td>
</tr>
<tr>
<td></td>
<td>• Must be suitable for extreme, dusty humid environments, with an operating range of -20 to +50 degrees Celsius or better</td>
</tr>
<tr>
<td></td>
<td>• Power requirements DC current 10-18V</td>
</tr>
<tr>
<td></td>
<td>• Programmable logger with a minimum of 6 single ended analogue channels that can be individually configured as well as at least 8 pulse count channels and two control ports</td>
</tr>
</tbody>
</table>
|     | • Pulse counters should be able to reach up to a maximum count rate of 100Hz or
For analogue inputs the period averaging must have a frequency range of 0 to 150kHz or more
- Must be compatible with wind, rain, Temperature and RH sensor as well as pressure transducer sensors (suitable for measures from SDI-12 sensors and 4 to 20 mA sensors
- The Data logger shall have the facility to interface with modems or radio transmission
- Must come with a minimum of a one year manufacturer’s warranty

1 All required cabling and sensor mounting equipment

1 Galvanised mounting pipes with lighting protection

1 High precision tipping bucket rain gauge
- Resolution <0.255mm/tip
- Orifice (funnel) 20cm or more
- Operating temperature range 0° - 50°C
- Accuracy better or equal to 1% in events up to 50mm/hour
- Bird spike (Only required for some localities included for estimate purposes)
- Compatible with CS CR 300, CR1000 and CR3000 range data loggers (Existing infrastructure)

1 Anemometer + Wind Direction Sensor
- Range 0-75m/s
- Accuracy ±0.5m/s
- Threshold ≤0.5m/s

Wind direction Range 0-360°

1 Integrated Air Temperature Sensor + Relative Humidity Sensor with 1x spare replacement filter and sensor element recalibration with radiation shield into which the sensor can fit
- Humidity
  - Range 0-100%
  - Resolution 1% RH
  - Accuracy 2% at (10-90% range)
- Temperature
  - Range -40-60°C
  - Resolution 0.1°C
  - Accuracy > 0.4°C (5-40°C range)
  - Compatible with CS CR 300, CR1000 and CR3000 range data loggers (Existing infrastructure)

1 Pyranometer with a thermopile sensor construction (Only required for some localities included for estimate purposes)
- Must meet WMO standard (WMO standard for Good Quality network (fine for network) calls for in the 300-3000 nm range)
- Response time (95% response) <30 S
- Resolution better than 5W/m²
- Stability (change per year) 2% of full scale or better
- 300-2800 nm range
- Max 2000W/m²
- Operating temperature (-40°C to 80°C)
- Temperature dependence 5%
  Sensitivity 5-120 µV/W/m²

<table>
<thead>
<tr>
<th>Qty</th>
<th>System component</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GPRS/GSM Modem</td>
</tr>
<tr>
<td>1</td>
<td>(Only required for some localities included for estimate purposes)</td>
</tr>
<tr>
<td>1</td>
<td>Satellite GPRS/GSM Modem * (Only required for some localities included for estimate purposes)</td>
</tr>
<tr>
<td>1</td>
<td>Automated download system for OEM or accredited supplier to check system and server used for remote downloading *(Only required for some localities included for estimate purposes)</td>
</tr>
<tr>
<td>1</td>
<td>Solar panel(s) and battery (or batteries) which provide sufficient power to run the entire station continuously. (Only required for some localities included for estimate purposes)</td>
</tr>
<tr>
<td>1</td>
<td>Waterproof enclosure to house data logger, batteries and any other components that require protection from the elements. (Only required for some localities included for estimate purposes)</td>
</tr>
</tbody>
</table>

HPME SYSTEM 3 - Rain Tipping Bucket Rain Gauges (sans logger)

1. High precision rain tipping bucket rain gauges (sans logger)
2. Must have capability of being fitted with bird spikes if required
3. Must also meet the following minimum specifications:

<table>
<thead>
<tr>
<th>Qty</th>
<th>System component</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>High precision tipping bucket rain gauge</td>
</tr>
<tr>
<td></td>
<td>o resolution &lt;0.255mm/tip</td>
</tr>
<tr>
<td></td>
<td>o Orifice (funnel) 20cm or more</td>
</tr>
<tr>
<td></td>
<td>o Operating temperature range 0°- 50°C</td>
</tr>
<tr>
<td></td>
<td>o Accuracy better or equal to 1% in events up to 50mm/hour</td>
</tr>
<tr>
<td></td>
<td>o Compatible with CS CR 300, CR1000 and CR3000 range data loggers (Existing infrastructure)</td>
</tr>
<tr>
<td>1</td>
<td>Bird spike *(Only required for some localities included for estimate purposes)</td>
</tr>
<tr>
<td>1</td>
<td>Mast mounting system *(Only required for some localities included for estimate purposes)</td>
</tr>
</tbody>
</table>

Supplying Replacement Components for the life of the instruments

The bidder provides, when needed as determined by operational conditions, replacement components and consumables for each of the equipment in this specification.

The bidder provides proof of having supported the offered equipment for a minimum of five years by supplying spares, repairing equipment, logistic support with the OEM where applicable.

The bidder provides detailed catalogue list with all components itemised and priced for; (A) all components for systems, (as per section “Detailed Specification”) including all required support items (e.g. cabling and mounting items); (B) a list of available replacement components and spares and (C) compatible commonly used “contingency/auxiliary items and sensors” that may be used to compliment the systems. The bidder indicates sections A, B and C accordingly.

Ability and Capability

The bidder provides proven ability to source the required equipment either by providing the proof of supply agreement with local agent, or proof of supply agreement with OEM.
The bidder provides proof of support by providing the original equipment manufacturers (OEM) service and maintenance schedules for the life of the equipment offered.

The bidder provides proof of its record of supplying the offered equipment for a minimum of five years.

The bidder provides the list of all equipment its supplies and supports including those forming part of this bid.

The bidder provides technical capability to support this equipment offered over its life i.e. list of staff supporting, staff training certificates for equipment maintenance and repair.

**Warranties**

The bidder provides warranties in accordance with GCC 15 – Warranties in this document

The minimum warranty is three years.

### RETURNABLE DOCUMENTS CHECKLIST

<table>
<thead>
<tr>
<th>Legislative/Technical Documents</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M – Mandatory); (O – Optional)</td>
<td>Submitted</td>
</tr>
<tr>
<td><strong>Bidder Eligibility</strong></td>
<td></td>
</tr>
<tr>
<td>Procurement Invitation (SBD 1), signed and completed.</td>
<td>M ❑Yes ❑No</td>
</tr>
<tr>
<td>Declaration of Interest with Government (SBD 4), signed and completed.</td>
<td>M ❑Yes ❑No</td>
</tr>
<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 ❑Yes ❑No</td>
</tr>
<tr>
<td>Declaration of Past SCM Practices (SBD 8), signed and completed.</td>
<td>M ❑Yes ❑No</td>
</tr>
<tr>
<td>Certificate of Independent Bid Determination (SBD 9), signed and completed.</td>
<td>M ❑Yes ❑No</td>
</tr>
<tr>
<td>CSD Report reflecting legal details, registration numbers, details of directors, and tax status</td>
<td>M ❑Yes ❑No</td>
</tr>
</tbody>
</table>

**Specification Eligibility**
<table>
<thead>
<tr>
<th>(M – Mandatory); (O – Optional)</th>
<th>Submitted</th>
<th>Bid Section Reference</th>
<th>Reference to Bidder’s document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic weather stations with system operating software and firmware data sheets</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 10</td>
<td>Automatic Weather Stations (AWS)</td>
</tr>
<tr>
<td>“Expanded rain stations” weather stations with system operating software and firmware data sheets</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 12</td>
<td>Enhanced Rainfall Stations</td>
</tr>
<tr>
<td>Rain gauges data sheets</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 14</td>
<td>Rain Gauges</td>
</tr>
<tr>
<td>Bidder ability to supply replacement components –listed in the specification</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 14</td>
<td>Replacement Components</td>
</tr>
<tr>
<td>Bidder’s ability and capacity –listed in the specification</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 14</td>
<td>Ability and</td>
</tr>
<tr>
<td>Warranties provided – listed in the specification</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 15</td>
<td>Warranties</td>
</tr>
<tr>
<td>Three (3) written references, per supply relationship i.e. agent and OEM, 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.”</td>
<td>M ❑ Yes ❑ No</td>
<td>Page 288</td>
<td></td>
</tr>
</tbody>
</table>

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

Pricing Documents | Compliance |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing (SBD 3) in this document completed.</td>
<td>❑ Yes ❑ No</td>
</tr>
</tbody>
</table>

**PRE-QUALIFICATION ELIGIBILITY CRITERIA**

**LOCAL CONTENT AS SPECIAL CONDITION OF CONTRACT**

<table>
<thead>
<tr>
<th>Legislative local content</th>
<th>Local content applies as per the minimum levels stipulated on</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>
ECONOMIC EMPOWERMENT AS SPECIAL CONDITION OF CONTRACT

<table>
<thead>
<tr>
<th>Pre-Qualifying Criteria</th>
<th>A minimum B-BBEE status level</th>
<th>Non Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Qualifying Criteria</td>
<td>An exempted micro enterprise (EME) or qualifying small enterprise (QSE)</td>
<td>EME/QSE INCLUDED IN THE LEVEL SET ABOVE</td>
</tr>
<tr>
<td>Pre-Qualifying Criteria</td>
<td>At least 51% owned by black people</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Pre-Qualifying Criteria</td>
<td>At least 30% owned by black women</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.

ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>Selection Element</th>
<th>Meet Specification Minimum</th>
<th>Bid Section Reference</th>
<th>Reference document to Bidder's</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidder Eligibility Administration</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Procurement Invitation (SBD 1), signed and completed.</td>
<td>YES NO</td>
<td>Page 4, 9, &amp; 42</td>
</tr>
<tr>
<td>2</td>
<td>Declaration of Interest with Government (SBD 4), signed and completed.</td>
<td>YES NO</td>
<td>Page 21</td>
</tr>
<tr>
<td>3</td>
<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>YES NO</td>
<td>Page 23</td>
</tr>
<tr>
<td>4</td>
<td>Declaration of Past SCM Practices (SBD 8), signed and completed.</td>
<td>YES NO</td>
<td>Page 2626</td>
</tr>
<tr>
<td>5</td>
<td>Certificate of Independent Bid Determination (SBD 9), signed and completed.</td>
<td>YES NO</td>
<td>Page 28</td>
</tr>
<tr>
<td>6</td>
<td>CSD Report reflecting legal details, registration numbers, details of directors, and tax status</td>
<td>YES NO</td>
<td>Page 4</td>
</tr>
<tr>
<td><strong>Specification Eligibility</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Automatic weather stations with system operating software and firmware meet specifications</td>
<td>YES NO</td>
<td>Page 10 Automatic Weather Stations (AWS)</td>
</tr>
<tr>
<td>8</td>
<td>“Expanded rain stations” weather stations with system operating software and firmware meet specifications</td>
<td>YES NO</td>
<td>Page 12 Enhanced Rainfall Stations</td>
</tr>
</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.

   (Only required for some localities) Means some sites will not need these items, however for quotation purposes all should be included. Final quantities of sub components are stated in the purchase orders issued under this contract.

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. Note that these estimates include “Only required for some localities” estimates to allow bidders to price the bid for comparison purposes.

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:**

   SAEON National Office (Pretoria), Ndlovu Node (Phalaborwa), Grasslands Node (PMB), Fynbos Node (Cape Town), Arid Node (Kimberly) FETEON sites

   1) SAEON National Office 56 Florence Rd, Colbyn Pretoria, RSA (0001)
   2) SAEON Arid Node, 97 Memorial Road, South Ridge, Kimberley (28.771943°S/ 24.751090°E), RSA
   3) SAEON Grasslands Node, 1 Peter Brown Drive, Queen Elisabeth Park, Montrose, KZN, RSA
   4) SAEON Ndlovu Node, Kruger National Park Gate, Hendrick van Eck Street, Phalaborwa, 1390, RSA
   5) SAEON Fynbos node, Room 2, G Floor, CBC Building, Kirstenbosch Botanical Gardens, Rhodes Drive, Newlands, 7735, Cape Town, RSA

8. **Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below -
### PRICING SCHEDULE

<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 LINE PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Year 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exchange Rate used for this price offer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Automatic weather stations with system operating software and firmware</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>“Expanded rain stations” weather stations with system operating software and firmware</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Rain gauges</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)**

R

### EXECUTION/Delivery CONDITIONS

1. **Implementation**

   The SAEON node managers will finalise the combinations of their individual equipment with the appointed bidder and issue a detail purchase order listing all components for each customised equipment combination.

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 SAEON Node manager verify the purchase order’s specifications prior to the appointed bidder assembling the components.

   The SAEON Node manager verify the equipment delivered is as per the specification on the respective purchase order...

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 does not include the contract number unless such communication is verified with the assigned NRF contract manager prior to acting upon it.

5. **Software Maintenance Service**

   The contracted provider, during any paid software maintenance service term, provides software maintenance service
for the licensed program(s) which consist of delivering subsequent releases of the program, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the program that are directly attributable to the contract provider, and (b) correct such errors in the next available release, provided the NRF provides the contract provider with sufficient information to identify the errors. The NRF, during the same paid software maintenance service term, is entitled to receive technical support for the current release. Technical support means assistance by telephone, fax, electronic mail, and any digital communication methods with the installation and/or use of the then-current release of the licensed program, including all available bug fixes and patches, and their interaction with the supported hardware and operating systems (“Platforms”).

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 enters 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.

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

**PERFORMANCE/SERVICE LEVEL CONDITIONS**

1. 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.

2. 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.

3. If the contracted bidder fails to meet any performance level:
PERFORMANCE/SERVICE LEVEL CONDITIONS

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

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 the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

4

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>Equipment Quality</td>
<td>SAEON EFTEON manager verifies delivered equipment against the specifications issued on the Purchase Order</td>
<td>Penalty – replacement of failed parts and transport cost paid by supplier. Thereafter the bidder pays a penalty of penalty is 1% of the purchase order value per day that the defect is not corrected</td>
</tr>
<tr>
<td>Delivery</td>
<td>Delivery delay exceeding 2 weeks from the delivery date set in the placed purchase order</td>
<td>Penalty – 6% of invoice value and the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Spare parts service (taking into account the logistics route in the purchase order instruction)</td>
<td>Initial call response time – 48 hours; Delivery within time frame agreed by both parties.</td>
<td>Where the agreed time frame is exceeded, the penalty is 5% of the original invoice value for each day late</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
b. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:
<table>
<thead>
<tr>
<th>PERFORMANCE BEING MEASURED</th>
<th>MEASUREMENT METHODOLOGY</th>
<th>PENALTY AND LEVEL APPLICABLE FROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name of Bidder or his/her representative:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identity Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position occupied in the Company (director, trustee, shareholder, member):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration number of company, enterprise, close corporation, partnership agreement:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Reference Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VAT Registration Number:</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?

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

Did you or your spouse or any of the company’s directors/trustees/shareholders/members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?

- If so, furnish particulars as an attached schedule
Performace being measured

Penalty and level applicable from

Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?  
☐ Yes  ☐ No

If so, furnish particulars as an attached schedule.

Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?  
☐ Yes  ☐ No

If so, furnish particulars as an attached schedule:

SBD 6.1 - Preference Points Claimed


2. GENERAL CONDITIONS

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

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

   2.1.2. 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>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
</tr>
<tr>
<td>20</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

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:

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{OR} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

- \( P_s \) = Points scored for price of bid under consideration
- \( P_t \) = Price of bid under consideration
- \( P_{\text{min}} \) = Price of lowest acceptable bid

---

Bid Number: NRF/SAEON/HPME/2019

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Ver. Standard 2018-6a
SBD 6.1 - PREFERENCE POINTS CLAIMED

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)

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM
SBD 6.1 - PREFERENCE POINTS CLAIMED

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 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
SBD 6.1 - PREFERENCE POINTS CLAIMED

who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and

(e) Forward the matter for criminal prosecution.

SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES

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

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

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

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or
<table>
<thead>
<tr>
<th>SBD 6.1 - PREFERENCE POINTS CLAIMED</th>
</tr>
</thead>
</table>

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

## Referee Legal Name:

### REFERENCE ON COMPANY:

**Bid Number:** NRF/SAEON/HPME/2019

**Bid Description**  Supply and Delivery of High Precision Meteorological Equipment at SAEON for five years

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>Equipment combination meet the given specification as set on the purchase order</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer service met expectations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfaction with bidder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reliability of the support relationship</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to provide replacement components for weather stations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meet agreed timelines</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall Impression</td>
<td>Other comments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approximate value of contract</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Would you use the provider again?  ❑ YES  ❑ NO

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 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>&quot;Dumping&quot; 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>&quot;Force majeure&quot; 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>
</tbody>
</table>
### GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.15</td>
<td>&quot;Goods&quot; 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>
<tr>
<td>1.16</td>
<td>&quot;Imported content&quot; 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.</td>
</tr>
<tr>
<td>1.17</td>
<td>&quot;Local content&quot; means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</td>
</tr>
<tr>
<td>1.18</td>
<td>&quot;Manufacture&quot; means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</td>
</tr>
<tr>
<td>1.19</td>
<td>&quot;Order&quot; means an official written order issued for the supply of goods or works or the rendering of a service.</td>
</tr>
<tr>
<td>1.20</td>
<td>&quot;Project site&quot;, where applicable, means the place indicated in bidding documents.</td>
</tr>
<tr>
<td>1.21</td>
<td>&quot;Purchaser&quot; means the organization purchasing the goods.</td>
</tr>
<tr>
<td>1.22</td>
<td>&quot;Republic&quot; means the Republic of South Africa.</td>
</tr>
<tr>
<td>1.23</td>
<td>&quot;SCC&quot; means the Special Conditions of Contract.</td>
</tr>
<tr>
<td>1.24</td>
<td>&quot;Services&quot; 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.</td>
</tr>
<tr>
<td>1.25</td>
<td>&quot;Written&quot; or &quot;in writing&quot; means handwritten in ink or any form of electronic or mechanical writing.</td>
</tr>
</tbody>
</table>

**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 specifications.
### GENERAL CONDITIONS

#### 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.
GENERAL CONDITIONS

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

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

SCC5B

Confidentiality

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

- Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation’s prior written consent.
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The 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

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The 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:

6. 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;
7. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
8. 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
9. 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:
### GENERAL CONDITIONS

1. All written disclosures received from the NRF;
2. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
3. All material embodiments of the contract intellectual property.

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

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

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

<table>
<thead>
<tr>
<th>SCC5C</th>
<th>Protection of Private Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC6</th>
<th>Patent rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GCC7</th>
<th>Performance security</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>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.</td>
</tr>
<tr>
<td>7.2</td>
<td>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.</td>
</tr>
<tr>
<td>7.3</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>7.3.2 a cashier’s or certified cheque.</td>
</tr>
<tr>
<td>7.4</td>
<td>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.</td>
</tr>
</tbody>
</table>

| 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 |
## GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>All pre-bidding testing will be for the account of the bidder.</td>
</tr>
<tr>
<td>8.2</td>
<td>If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</td>
</tr>
<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

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>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.</td>
</tr>
<tr>
<td>9.2</td>
<td>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.</td>
</tr>
</tbody>
</table>

### GCC10 Delivery and Documentation

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>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.</td>
</tr>
<tr>
<td>10.2</td>
<td>Documents submitted by the supplier specified in SCC.</td>
</tr>
</tbody>
</table>

### 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, replacement components, and consumables required to keep the equipment running not foreseen at the date of bid including any ad-hoc service 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
       14.1.2.2 Following such termination, furnishing at no cost to the purchaser, the blueprints,
### GENERAL CONDITIONS

**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.

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**SCC14B**

The appointed bidder provides the schedule as specified in the “Detail Specification” listing all spares, replacement components, batteries, and consumables with these lists being refreshed annually with changes to the parts and components of the system unforeseen at the date of commissioning.

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**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.

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**SCC15A**

The warranty periods for Clause 15.2 are stated in the “Detailed Specification” section.

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**GCC16**

**Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 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.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
### GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>SCC16.3A</th>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.4</td>
<td>Payment will be made in Rand unless otherwise stipulated in SCC.</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>
<tr>
<td>GCC21</td>
<td>Delays in supplier’s performance</td>
</tr>
<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>
</tbody>
</table>
### GENERAL CONDITIONS

#### 21.4
The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

#### 21.5
Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

#### 21.6
Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**GCC22**

**Penalties**

#### 22.1
Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**GCC23**

**Termination for default**

#### 23.1
The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### 23.2
In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

**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...
## GENERAL CONDITIONS

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:

1. **23.6.1** The name and address of the supplier and / or person restricted by the purchaser;
2. **23.6.2** The date of commencement of the restriction
3. **23.6.3** The period of restriction; and
4. **23.6.4** The reasons for the restriction.

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

### 23.7

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

### GCC24 Anti-dumping and countervailing duties and rights

**24.1** When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### GCC25 Force Majeure

**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
## GENERAL CONDITIONS

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

### GCC27 Settlement of disputes

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

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

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

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

#### 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- **27.5.1** The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- **27.5.2** The purchaser shall pay the supplier any monies due the supplier.

### GCC28 Limitation of liability

#### 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- **28.1.1** The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- **28.1.2** The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### GCC29 Governing language

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

### GCC30 Applicable law

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

### SCC30.1A Other legal systems are not applicable.

### GCC31 Notices

#### 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address...
## GENERAL CONDITIONS

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

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

- **GCC32** **Taxes and duties**
  - **32.1** A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
  - **32.2** A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
  - **32.3** No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

- **GCC33** **National Industrial Participation Programme**
  - **33.1** The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

- **GCC34** **Prohibition of restrictive practices**
  - **34.1** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
  - **34.2** If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
  - **34.3** If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## 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...
**GENERAL CONDITIONS**

Document:

**Invitation to Bid (SBD 1)**

Bid Contract including the following sections:

1. Specification(s) as set out in the respective section in the bid contract;
2. Annexures to the bid contract;
3. Bidders responses to this Bid Invitation and bid contract;
4. Price schedule (SBD 3);
5. 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;
6. Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable;
7. Declaration of Interest (SBD 4);
8. Independent Price Determination (SBD 9);
9. Declaration of Bidder’s past SCM practice (SBD 8); and
10. Contract conditions

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 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.

**NAME (PRINT)**

**CAPACITY**

**SIGNATURE**

**WITNESS 1**

**NAME**

**SIGNATURE**

**WITNESS 2**

**NAME**

**SIGNATURE**

**DATE**