INVITATION TO BID
SUPPLY, INSTALL, COMMISSION and TRAINING, OF TWO AIRBORNE RADIATION CONTAMINATION MONITORS AT ITHEMBA LABS, FAURE, CAPE TOWN

<table>
<thead>
<tr>
<th>Bidder Name:</th>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRF/iThemba LABS/2018 – 19:22</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Closing Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 August 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Closing Time:</th>
</tr>
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<tbody>
<tr>
<td>11:00 Am</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Compulsory Briefing Session:</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 July 2019 at 11:00 – iThemba LABS Cape Town</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Venue:</th>
</tr>
</thead>
<tbody>
<tr>
<td>iThemba LABS, Main Gate, Old Faure Road, Faure, Western Cape, 7331, South Africa</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Persons:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms N Biko/ Mr Philip Beukes / Mr Tiro Modisane</td>
</tr>
<tr>
<td>021 843 13 88 / 021 843 12 11/ 021 843 10 44</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Box Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Box, Outside of the Main Security Gate, iThemba LABS</td>
</tr>
<tr>
<td>Old Faure Road, Faure</td>
</tr>
<tr>
<td>Western Cape, 7131, South Africa</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GPS coordinates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.025°S 18.716°E</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Dimensions of tender box opening:</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 mm x 200 mm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Envelope Addressing:</th>
</tr>
</thead>
<tbody>
<tr>
<td>On the face of each envelope, the Bid Number and Bidder’s Name, Postal Address, Contact Name, Telephone Number and email address</td>
</tr>
</tbody>
</table>
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INTRODUCTION

INTRODUCTION TO THE NRF

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

INTRODUCTION TO THE BUSINESS UNIT

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

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

Please visit the iThemba LABS website (http://tlabs.ac.za) for more information.

BACKGROUND TO RADIATION SAFETY

iThemba LAB conducts nuclear research programs and production of nuclear isotope. This requires its operational activities to be within a radiation generating environment exposing people and equipment to the harmful effects of ionising radiation.

iThemba LAB commits to maintaining the health and safety of all students, employees, and visitors to its facilities and to the protection of the environment. This commitment is reflected by having dedicated Radiation Safety, Health, Environmental and Quality department that continually monitors the radiation levels to protect all from being exposed to the harmful effects of ionising radiation. The regulatory authorities such as the Department of Health and the Department of Energy monitor the business unit in its responsibilities to people and the environment. The business unit needs airborne radiation contamination monitors to conduct continuous monitoring of both alpha and beta activity in the air to protect all and to meet the standards of monitoring as well as minimum radiation levels as set by the regulatory authorities.

CONTEXT OF THIS PROCUREMENT NEED

iThemba LAB requires renewal of its radiation contamination systems and for the expansion of activities that is in progress. The business unit needs airborne radiation contamination monitors to conduct continuous monitoring of both alpha and beta activity in the air to protect all and to meet the standards of monitoring as well as minimum radiation levels as set by the regulatory authorities.

iThemba LABS will require, as determined by future operational requirements and contingent of future funding, further airborne radiation contamination monitors as the requirements from the infrastructure projects become known. iThemba LABS, in such event being realised, will notify the appointed bidder of such requirements.
PART A – CONTRACT

PRE-QUALIFICATION ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>NRF TRANSFORMATION</th>
</tr>
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<tbody>
<tr>
<td>Minimum status B-BBEE level or not?</td>
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</table>

A bidder failing to meet any of the stipulated pre-qualifying criteria may be non-compliant with the process.

<table>
<thead>
<tr>
<th>Verification Certificate Submitted</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sworn Affidavit Submitted</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

DETAILED PRODUCT SPECIFICATIONS

ACTIVITY MONITORING DEVICES

1. Continuous alpha and beta in air activity concentration monitoring device must meet or exceed the minimum standards set for the devices.

2. Minimum standards for the devices are:

   2.1 Monitoring of low particulate concentrations in high gamma background
   2.2 Compensation for radon/thoron progenies and ambient gamma radiation
   2.3 Acute and Chronic Dose Measurements
   2.4 Data archive with event log (logging interval less than 1 min) and data transfer interface
   2.5 User interface with real time measurement display
   2.6 Alarming unit with:
      2.6.1 low false alarm rates,
      2.6.2 full range user definable alarm thresholds
   2.7 Portable/mobile unit with maximum foot print 800 X 800 mm
   2.8 Mounting either mounted on cart alternatively handheld model
   2.9 Low noise (less than 65 dB) operation
   2.10 Power supply:
      2.10.1 Rechargeable battery
      2.10.2 Minimum running time 8 hours
      2.10.3 Recharged from 220V
      2.10.4 Directly charging from 220V source
   2.11 Energy detection range (or better)
      2.11.1 alpha: 2.5 MeV to 10 MeV
      2.11.2 beta: 100 keV to 2 MeV
   2.12 Minimum detection level
      2.12.1 α detection level of 1 Bq/m3 (or 0.01 DAC.h) in 40 Bq/m3 Radon progeny background and 10 µSv/h gamma background
2.12.2 β detection level of 10 Bq/m³ (or 0.01 DAC.h) in 40 Bq/m³ Radon progeny background and 10 μSv/h gamma background

2.13 The bidder attaches the sheet(s) and/or technical specification sheets as evidence for bid evaluation purposes.

2.14 iThemba LABS may require bidders to perform product qualification at their site of their proposed equipment for bid evaluation purposes.

3 Applicable Standards

3.1 The appointed bidder complies with SABS or international standards as a minimum.

3.2 The devices are authorised for deployment in South Africa. The bidder must include the regulatory compliant calibration certificates when delivering the devices.

4 Delivery Management of devices

4.1 The bidder provides project management of the delivery of the devices.

4.1.1 The bidder will arrange an initial meeting with the assigned iThemba LABS project team to

4.1.1.1 Determine the final project management plan

4.1.1.2 Confirm that all specifications comply with finally agreed specification

4.1.1.3 To make sure that all standards conform to international and South African regulations

4.1.1.4 To confirm commissioning protocol at handover and verification procedures.

4.1.2 The delivery period starts from signing date the contract and the bidder must deliver, install, and commission the devices concluding this within 16 weeks from signing the contract.

4.1.3 Both parties agree on the finalised timetable stating clearing commence date and completion date of each stage/milestone of the implementation.

4.1.4 iThemba LABS will issue purchase orders with the finalised delivery management timings as a project control tool and will monitor the execution of the schedule until the purchase order requirements are received on site.

4.1.5 The bidder and the assigned iThemba LABS project team review and agree on the procedures for the following:

4.1.5.1 Calibration;

4.1.5.2 Servicing if required

4.1.5.3 Parts logistics

4.2 Delivery Documentation

4.2.1 The bidder provides the following documentation on delivery of the devices

4.2.1.1 Specification Sheet including data sheets of each element

4.2.1.2 Operation instructions

4.2.1.3 Service manuals and instructions

4.2.1.4 Calibration certificates

4.3 Performance verification of devices delivered:

4.3.1 The iThemba LABS appointed contract manager verifies the performance of this contract with reference to the required requirements and any other element specified in this contract

4.3.2 The bidder must conduct factory acceptance tests and sends the test results to the iThemba LABS contract manager LABS ten (10) days before the planned shipping date of the system.
4.3.3 The bidder must include inspection sheet and proof of calibration as part of the factory testing documents submitted to obtain shipment release from iThemba LABS.

4.3.4 The iThemba LABS appointed contract manager verifies the test results against the specifications in this document.

4.3.5 The bidder does not deliver the units’ prior bidder receiving in writing notification from iThemba LABS appointed contract manager.

4.3.6 The bidder will deliver to site.

4.3.7 The iThemba LABS appointed contract manager will conduct an on-site performance testing after deliver, install, and commission and will compare the results to the approved factory acceptance testing.

4.3.8 The contracted bidder corrects any variations in these results.

4.3.9 Both parties verify this through signing the verification documentation.

4.3.10 Both parties, at this time, agree on quantity, unit cost, and total value on the same signed document.

4.4 Hand over is recognised where both parties sign off on the final on-site test results.

5 Project management of delivery

5.1 The bidder provides a draft delivery plan detailing delivery within the 16 weeks of signing the contract.

5.2 The bidder attaches the draft delivery plan as evidence for bid evaluation purposes.

5.3 The bidder’s draft project delivery schedule details each milestone and slack time in weeks for unforeseen events to deliver within the specification in this document.

5.4 The appointed bidder and the iThemba LABS contract manager will finalise the draft plan at the first contract management meeting.

5.5 The appointed bidder will update the iThemba LABS contract manager weekly on progress against the agreed final project delivery schedule.

6 Service provider’s ability to deliver the contract

6.1 The bidder provides a minimum of three (3) written references within the last three years from previous clients to whom they have supplied an air quality radiation monitor.

Bidders can use their own template but must address the risks set out in the reference letter template. Where bidders have reference letters from clients that do not address the risks set out in the reference letter template, the bidders must provide the contact details for iThemba LABS to conduct due diligence. iThemba LABS conducts such telephonic due diligence utilising the same reference template to confirm that the bidders can meet these minimum risk requirements “meet requirements”.

6.2 The bidder provides confirmation that it is the original equipment manufacturer or is the legal representative in South Africa for the original equipment manufacturer. The bidder provides statement or agency agreement for evaluation purposes.

6.3 The bidder provides a profile of themselves listing a minimum of two years in business, OEMs for which the bidder represents locally, and a minimum of two years providing service support. The bidder provides statement of these minimum for evaluation purposes.

6.4 The bidder has completed a minimum of three projects covering similar scope and works as this bid demonstrating the level of performance that the bidder provides to their clients. The bidder provides a statement of work performed for each project for evaluation purposes.

7 Warranty

7.1 The warranty period is a minimum of one (1) year.
7.2 The appointed bidder is available for assistance at no cost to the iThemba LABS during the period of warranty to correct manufacturer’s fault if these arise in the operation.

7.3 The appointed bidder takes immediate steps to rectify the defects arising from design, materials, or workmanship or from any act or omission of the appointed bidder that may develop under normal use of the supplied goods at their own expense.

8 Training

8.1 The supplier must provide training on site after commissioning and handover on the devices including but not limited to operating the devices, analysing the results, troubleshooting/diagnosing faults including corrective actions, operator training, general operations, device set up, and performing routine servicing.

8.2 The bidder attaches the training schedule as evidence for bid evaluation purposes.

8.3 iThemba LABS assigned project team will nominate iThemba LABS staff for the training to the bidder.

8.4 The bidder provides the training on-site.

8.5 The bidder’s trainer has a minimum of three years’ experience in providing training and technical certifications on the devices that they are giving training on.

8.6 The bidder attaches the trainer’s detail CV and technical certifications as evidence for bid evaluation purposes.

9 Technical Manuals

9.1 The bidder provides the following technical manuals to iThemba LABS’s premises at Old Faure Road, Faure, Western Cape, 7131, South Africa.

9.1.1 Operator manual

9.1.2 Service manuals and instructions

9.1.3 Servicing schedules setting out servicing activities to maintain the devices.

9.1.4 Parts list

9.1.5 Calibration specifications inclusive of tolerances for the devices

9.2 The manual must be in English.

9.3 The manuals are required in hard copy and on electronic format.

9.4 The bidder attaches statement listing their documentation as evidence for bid evaluation purposes.

10 Ethical requirements

10.1 The bidder has no interests with the NRF, clean past SCM practises, and has determined its bid independently from others.

10.2 The bidder attaches the SBD 4, SBD 8, and SBD 9 as evidence for bid evaluation purposes.

11 Parts logistics service

11.1 The bidder has the responsibility to manage the logistics of parts where these are ordered for the devices.

11.2 The service consists of:

11.2.1 The bidder makes available any or all of the materials, notifications, and information pertaining to the parts required to support the devices to iThemba LABS.

11.2.2 The bidder provides at commencement of the contract a list of parts, whether in stock or ordered in from the OEM, their lead times for delivery to iThemba LABS, their unit prices, and at each time the list is amended, updated, or re-priced during the period of the contract.

11.2.3 The bidder provides parts inclusive of firmware, and software.

11.2.4 The bidder holds or has available adequate supplies enabling delivery upon receipt of an iThemba LABS purchase order.
11.2.5 iThemba LABS agrees in advance with the bidder on unit prices and these shall not exceed the prevailing rates charged to other parties by the bidder.

11.2.6 iThemba LABS reserves the right to conduct checks on pricing by obtaining three quotes and where the quotes exceed the bidder’s pricing, both parties will meet to resolve the variance.

11.2.7 Where the variance remains unresolved, iThemba LABS reserves the right to source from other suppliers.

11.3 iThemba LABS, upon agreement, confirms the negotiated part pricing through the issue of a written purchase order that specifies this contract number, the purchase order number, delivery date, description, and unit price as a minimum.

11.4 The bidder must deliver the parts with a maximum of six weeks from date the bidder receives the purchase order.

11.5 iThemba LABS will order parts as and when required.

11.6 The bidder attaches a statement of their parts logistic service as evidence for bid evaluation purposes.

11.7 To allow a fair total cost of ownership price competition, the bidder must provide as an annex A to the price quote the list of all parts for the device required for maintaining the devices with their prices as at the date of the issue of this bid. The total price per the schedule is carried forward to the bid price schedule.

12 Calibration service

12.1 The bidder has the responsibility to calibrate devices before hand over.

12.2 Subsequent calibrations will be conducted by an accredited 3rd party against an approved standard

13 Servicing

13.1 The bidder will provide a schedule detailing the work performed in that service and consumables if these are part of such service.

13.2 A five-year servicing schedule setting out the annual validation procedures, servicing intervals inclusive of required servicing activities for that interval, servicing consumables including list of spares required to be replaced at that interval, standard completion times, parts replacements and, if possible, failure estimation rates on components.

13.3 The bidder attaches the draft service schedule as evidence for bid evaluation purposes.

13.4 iThemba LABS, upon agreement, confirms the negotiated part pricing through the issue of a written purchase order that specifies this contract number, the purchase order number, delivery date, description, and unit price as a minimum.

13.5 iThemba LABS will order services as required and reserves the right not to order such service where in-house capacity is available.

13.6 To allow a fair total cost of ownership price competition, the bidder must provide one annual service as set out above for each year (5 services) as an annex B to the price quote for the device with their prices as at the date of the issue of this bid. The total price per the schedule is carried forward to the bid price schedule.

14 Technical support service

14.1 The bidder will provide technical support to the devices for the warranty period.

14.2 The bidder will provide their technical support logging and response procedure.

14.3 iThemba LABS will log the technical query on the bidder’s support call system.

14.4 The bidder must respond with 48 hours of logging the query with response to the query.
15 **Validity of instructions**

15.1 iThemba LABS instructions are valid where it is confirmed through the issue of a written purchase order that specifies quantity, description, unit price, delivery date, contract number, and purchase order as a minimum.

16 **Managing service levels**

16.1 Upon appointment, the appointed bidder and the iThemba LABS contract manager review the initial service levels as set out in this document supports the contract delivery.

16.2 Both parties agree on the final set of service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.

16.3 The service levels are reviewed after the first six months against the experienced requirements of the contract.

16.4 Where both parties agree to variation of these service levels, both parties will meet and agree on the revised service levels in writing which is appended to this contract document.

16.5 The agreed service level document states the agreed service levels, date effective from, performance penalties, and any matter forming part of such service levels.

16.6 The appointed bidder and iThemba LABS’s contract manager review the current agreed service levels after each twelve months.

16.7 The appointed bidder and iThemba LABS’s contract manager measure delivered performance against the service levels as agreed in accordance with this document.

16.8 iThemba LABS, through the signed contract, guarantees its procurement in terms of this contract from the appointed bidder only where the appointed bidder meets or exceeds the contractual performance levels.

16.9 Management of poor performance:

16.9.1 Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause.

16.9.2 Both parties will agree to a correction plan and will implement it.

16.9.3 Both parties will monitor the corrective actions to ensure service levels are at the agreed minimum.

16.9.4 Both parties will assess the applicability of penalties to the incurred poor performance and apply these,

16.9.5 The service performance levels are:

<table>
<thead>
<tr>
<th>Service</th>
<th>Measurement</th>
<th>Penalty trigger level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factory testing reports including calibration certificates</td>
<td>Factory reports received prior to delivery Calibration certificates conforming to relevant legislation / standard</td>
<td>Reports not received 10 days before the planned shipping date</td>
<td>1% of the original specific invoice value</td>
</tr>
<tr>
<td>Factory testing reports including calibration certificates</td>
<td>Factory reports reflect meeting specification</td>
<td>Reports reflect not meeting specification</td>
<td>Shipping notice not sent. Any delays to the delivery schedule incurs the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Delivery on time</td>
<td>Days</td>
<td>Days exceeding delivery 16 weeks from signing the contract</td>
<td>10% of the specific invoice value per each day late plus the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Supplying the devices to specification</td>
<td>Both parties jointly check and confirm specifications are met after commissioning during the handover. Both parties confirm post-commissioning calibration certificates</td>
<td>Non-compliance at the final handover verification</td>
<td>10% of the specific invoice value plus the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Operating instruction manual and other specified documentation</td>
<td>Full set of specified documentation signed for by iThemba LABS project team</td>
<td>Documentation received as registered at the date of final handover</td>
<td>5% of the specific invoice value per each day late plus the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Technical support</td>
<td>Hours from logging the support call</td>
<td>Hours exceed 48</td>
<td>GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Training</td>
<td>Training certificate</td>
<td>Training certificate not provided within a week of the training being done</td>
<td>5% of the specific invoice value per each day late plus the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Parts service</td>
<td>Delivery time period set out in the purchase order</td>
<td>Exceeds the maximum delivery time of six weeks</td>
<td>5% of the specific invoice value per each day late plus the penalties in GCC 22 in the general clause section</td>
</tr>
<tr>
<td>Servicing where requested</td>
<td>Delivery time period set out in the purchase order</td>
<td>Exceeds the agreed delivery time by 1 week</td>
<td>5% of the specific invoice value per each day late plus the penalties in GCC 22 in the general clause section</td>
</tr>
</tbody>
</table>

17 Incidental Services

17.1 Incidental services include all services to support the contract with the minimum of training, technical support, software upgrades, firmware upgrades, component upgrades, and repair services.

18 End of life and obsolescence management

18.1 Due to the longevity of the electronic components, the management of electronic components’ end of life/obsolescence is critical to the usage of these devices.

18.2 The appointed bidder will notify iThemba LABS where components require replacement as result taking note that such actions will update both equipment and related software.

18.3 The items being procured under this contract are not limited to those specified and include related hardware and software currently produced and those that may be developed through advances in the technology that will ensure the useful lives of the devices.

19 Management of incidental services and parts support

19.1 iThemba LABS will issue purchase orders specifying what is required, the price and the delivery dates.

20 Performance verification of incidental services and parts support

20.1 iThemba LABS contract manager verifies the performance of this contract with the appointed bidder. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost, and total value on the same signed document.

21 Contract Due Diligence during the contract period

21.1 iThemba LABS has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.
22 **Contract manager**

22.1 The appointed bidder provides the name and contact details of their contract manager upon signing the contract to iThemba LABS.

22.2 iThemba LABS’s contract managers are:

   22.2.1 Mr Philip Beukes / Mr Tiro Modisane
   22.2.2 Contact details will be provided to the appointed bidder.

22.3 Where either party changes the contract manager, they must advise the other party within 5 working days.

22.4 The appointed bidder at all times receives instructions from the iThemba LABS contract manager.

23 **Contract management meetings**

23.1 After signing the contract, the appointed bidder and iThemba LABS contract manager validate that the equipment comply with the necessary norms for the installation and commissioning of the equipment within the iThemba radiation environment according to the original requirements, specifications and safety regulations.

23.2 A meeting between the appointed bidder and the iThemba LABS contract project manager shall take place within one week of signing the contract to confirm the final agreed specification, validate that all standards conform to international and South African regulations, finalise the project delivery schedule, and agree on the schedule of performance management meetings with at least one per six months.

23.3 The appointed bidder provides the delivery management as specified in the specification. iThemba LABS will issue purchase orders as a project control tool to monitor the execution of the schedule until the BSCs are received on site.

23.4 iThemba LABS will issue separate purchase orders as the control tool for each service and, if required, incidentals as required.

23.5 The appointed bidder and/or iThemba LABS’s contract manager will arrange additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings.

23.6 The appointed bidder will generate and circulate the draft minutes recording important decisions for review by the iThemba LABS’s contract manager within seven working days from the date of the held meeting.

23.7 The appointed bidder and the iThemba LABS’s contract manager approve the minutes in writing within ten working days of the previous meeting date.

24 **Communication**

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

25 **Jigs, and Tools**

25.1 All jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of iThemba LABS where iThemba LABS pays for these.

26 **Performance Security**

26.1 No performance security is required. No upfront deposit is paid as invoices meeting the payment condition are paid within 30 days from receipt of such invoices.
27 Packing
27.1 Packaging to be adequate to prevent damage during transportation and storage

28 Insurance
28.1 The bidder carries insurance of at least 5% of the contract value or R 3 million for public liability, product liability, and professional indemnity whichever is greater. iThemba LABS assets in custody of the bidder are insured for the value of the replacement value of the asset.

29 Payment
29.1 Payment terms within 30 days of receipt of the bidder’s invoice that meets all requirements set in this contract. Prerequisite for payment is the invoice is accompanied by signed delivery validation documents including the iThemba agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.
29.2 It is in the interests of the bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged

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

31 Termination for Default
31.1 In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative service provider/supplier at the cost of the bidder. The defaulting bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the defaulting bidder’s non-performance.

32 Occupational Health and Safety when working on NRF sites:
32.1 All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.
32.2 Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.
32.3 The contracted party, once signing the contract (SBD 7 and the NRF’s Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.
32.4 To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner.
32.5 The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
32.6 The NRF manages the contracted party in his capacity for the execution of this contract 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), submit a signed indemnity form prior to entering the work site and kept in the contracted party’s health and safety file.

33 Copyright and Intellectual Property

33.1 **Intellectual property** refers to 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).

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

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

33.4 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.

33.5 The contracted 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.

33.6 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 with such allocation being an appendums to this contract.

33.7 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.

33.8 The contracted 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.

33.9 The contracted 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.

33.10 The contracted 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.

34 Confidentiality

34.1 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:

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

34.1.2 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

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

34.2 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

34.2.1 Disclose the confidential information to any third party, or

34.2.2 Use the confidential information otherwise than as may be strictly necessary for the execution of the contract;

34.2.3 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.

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

34.3.1 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;

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

34.3.3 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

34.3.4 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.

34.4 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:

34.4.1 All written disclosures received from the NRF;

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

34.4.3 All material embodiments of the contract intellectual property.

34.5 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

34.6 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.

34.7 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.

35 Protection of Private Information

35.1 The third party 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 third party gives its voluntary explicit consent to the terms of this special condition.

36 Original bid documents for contract signing

36.1 Bidders must submit the specified original bid documents (including the bidder’s response to the specification and the bidder’s pricing) in hard copy format (paper document) to the NRF. This serves as the original master set annexed to the mandatory SBD 7 contract signing form creating the legal contract between the appointed bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party’s obligations for executing the contract.

**CONTRACT PERIOD**

Capital equipment procurement with a minimum 1-year warranty period. The contract period commences from the date that both parties sign the contract (SBD7).

**THE BIDDER SELECTION PROCESS**

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

Compliance to submission requirements

Bidders warrant that they can provide the goods and/or services in accordance with the specifications and conditions set out in this bid document. Bidders warrant that their bid document has as a minimum the specified documents required to verify their ability to deliver the specifications and conditions as set out in the bid documents. iThemba LABS’s evaluation committee disqualifies bidders where they do not provide the required documents, marked as mandatory (m), to verify their ethical conduct, the delivery of the specification, and their contract execution during the period of the contract.

Compliance to technical specifications

iThemba LABS’s evaluation committee disqualifies bidders when they are not compliant with the technical specifications as demonstrated by their own submitted documents.

Due Diligence Research

iThemba LABS confirms the recommended bidder(s)’s reference letters with referees to confirm the recommendation(s). Where circumstances justify it, the iThemba LABS conducts interviews with bidders for them to clarify their bid submission to the evaluation committee.
Stage 2 – Price competition
Compliant bidders from the previous stage compete against each other on price at the stated minimum threshold level. iThemba LABS’s evaluation committee compares each bidder’s pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid’s pricing requirements. iThemba LABS’s evaluation committee ranks the qualifying bids on points scored on the basis of both Price and B-BBEE as indicated on SBD 6.1 in accordance with the PPPFA.

Stage 3 – Award and Contract Signing
The bid evaluation committee recommends to its Delegated Authority the bidder with the highest combined score for the contract award subject to the final verification of the bidder’s tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, submits the SBD 1 questionnaire to obtain the Confirmation of Tax Obligations letter from the South Africa Revenue Services.

Cancellation of the bid prior to award
iThemba LABS cancels this bid invitation prior to making an award where

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

<table>
<thead>
<tr>
<th>Document description</th>
<th>Reference to bidder’s document</th>
<th>Weight</th>
<th>Criteria (All criteria are weighted equally to each other)</th>
<th>Grading Scheme</th>
<th>Bid Section Reference</th>
<th>SCM Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original or Certified</td>
<td>Mandatory</td>
<td>Yes(1)/No(0)</td>
<td>Has the bidder met the minimum B-BBEE Level? Certificate submitted</td>
<td></td>
<td>Page 4</td>
<td></td>
</tr>
<tr>
<td>Original B-BBEE Level certificate</td>
<td>Optional</td>
<td>Yes(1)/No(0)</td>
<td>Is the bidder claiming preference point for the price competition?</td>
<td></td>
<td>Pages 33 to 36</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 6.</td>
<td>Optional</td>
<td>Yes(1)/No(0)</td>
<td>Do the bidder and its directors have any interest in government?</td>
<td></td>
<td>Section 10.2 Pages 7 &amp; 32 to 33</td>
<td></td>
</tr>
<tr>
<td>Certified B-BBEE certificate</td>
<td>Mandatory</td>
<td>Yes(1)/No(0)</td>
<td>Has the bidder declared any performance issues with government?</td>
<td></td>
<td>Section 10.2 Pages 7 &amp; 36</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 4</td>
<td>Mandatory</td>
<td>Yes(1)/No(0)</td>
<td>Did the bidder independently determine its bid?</td>
<td></td>
<td>Section 10.2 Pages 7 &amp; 36 to 38</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 8</td>
<td>Mandatory</td>
<td>Yes(1)/No(0)</td>
<td>Did the bidder submit its pricing schedule in a separate envelope?</td>
<td></td>
<td>Pages 27 to 30</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 9</td>
<td>Mandatory</td>
<td>Yes(1)/No(0)</td>
<td>Has the bidder signed the SBD 1?</td>
<td></td>
<td>Page 39</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 3</td>
<td>Mandatory</td>
<td>Yes(1)/No(0)</td>
<td>Can the bidder deliver the monitors within the delivery window?</td>
<td></td>
<td>Section 5.2 Page 6</td>
<td></td>
</tr>
</tbody>
</table>

Bid Number: NRF/iThemba LABS/2018 – 19:22

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Ver. Product & Services Standard 2019-2GS
<table>
<thead>
<tr>
<th>Document description</th>
<th>Reference to bidder’s document</th>
<th>Weight</th>
<th>Criteria (All criteria are weighted equally to each other)</th>
<th>Grading Scheme</th>
<th>Bid Section Reference</th>
<th>BEC Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainer’s CV</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s training team meet the experience and technical specification for training?</td>
<td>Yes(1)/No(0)</td>
<td>Section 8.6 Page 7</td>
<td></td>
</tr>
<tr>
<td>Statement of three completed projects</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s experience meet the minimum specification?</td>
<td>Yes(1)/No(0)</td>
<td>Section 6.4 Page 6</td>
<td></td>
</tr>
<tr>
<td>Bidder’s history profile</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s history meet the minimum specification?</td>
<td>Yes(1)/No(0)</td>
<td>Section 6.3 Page 6</td>
<td></td>
</tr>
<tr>
<td>Procedure for parts logistics</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s parts logistics procedure deliver the minimum specification for delivering parts?</td>
<td>Yes(1)/No(0)</td>
<td>Section 11.6 Page 8</td>
<td></td>
</tr>
<tr>
<td>OEM support letter</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder have an agency agreement with their OEM principal for the proposed equipment?</td>
<td>Yes(1)/No(0)</td>
<td>Section 6.2 Page 6</td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s device continually monitor the alpha and beta activity concentration in air?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s device monitoring low particulate concentrations in high gamma background?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s device compensate for radon/thoron progenies and ambient gamma radiation?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s device provide acute and chronic dose measurements?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s device archive all data with event log (logging interval less than or equal 1 min) and data transfer interface?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td></td>
<td>Mandatory</td>
<td>Does the bidder’s device have an alarming unit with low false alarm rates and full range user definable alarm thresholds?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
</tr>
<tr>
<td>Document description</td>
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</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td>Mandatory</td>
<td>Does the bidder’s device have a low noise operation (less than 65 dB)?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td>Mandatory</td>
<td>Does the bidder’s device power supply have rechargeable battery minimum running time 8 hours and/or 220V?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td>Mandatory</td>
<td>Does the bidder’s device measure the alpha energy range with a minimum of 2.5 to 10 MeV or better?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td>Mandatory</td>
<td>Does the bidder’s device measure the beta energy range with a minimum of 100 keV to 2 MeV or better?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td>Mandatory</td>
<td>Does the bidder’s device have a minimum detection level for α particles of 1 Bq/m³ (or 0.01 DAC.h) in 40 Bq/m³ Radon progeny background and 10 μSv/h gamma background?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data sheets/Specification sheets</td>
<td>Mandatory</td>
<td>Does the bidder’s device have a minimum detection level of β detection of 10 Bq/m³ (or 0.01 DAC.h) in 40 Bq/m³ Radon progeny background and 10 μSv/h gamma background?</td>
<td>Yes(1)/No(0)</td>
<td>Section 2.13 Page 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum of 3 reference letters</td>
<td>Mandatory</td>
<td>Do the bidder’s letters of reference demonstrate the bidder’s support to their clients?</td>
<td>Yes(1)/No(0)</td>
<td>Section 6.1 Page 6 &amp; pages 38 to 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference letters meet the minimum threshold of “Meets requirements”?</td>
<td>Mandatory</td>
<td>Does the due diligence conducted on written references and/or on contact details demonstrate that the bidder meets the minimum threshold?</td>
<td>Yes(1)/No(0)</td>
<td>Section 6.1 Page 6 &amp; pages 38 to 39</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ALL MANDATORY REQUIREMENTS IS COMPULSORY TO BE ABLE TO PROCEED FURTHER IN THE EVALUATION PROCESS OF THIS BID, ALL BIDDERS NOT MEETING THE MANDATORY REQUIREMENTS WILL BE DISQUALIFIED AUTOMATICALLY FROM THIS EVALUATION PROCESS

**BIDDER IS ABLE TO DELIVER THE SPECIFICATION?**

*YES* - PASS TO PRICING  
*NO* - DISQUALIFIED
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

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

CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. iThemba LABS 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. iThemba LABS does not provide the origin of the request to any party.

RESPONSE PREPARATION COSTS

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

COUNTER PROPOSALS

No counter proposals are accepted.

TWO ENVELOPE SYSTEM

iThemba LABS, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.

a) All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box.

b) Bidders are required to package their response/Bid as follows:
   - Envelope 1 part A: Bid Forms and Compliance Response
   - Envelope 1 part B: Technical Response (response to scope of work)
   - Envelope 2: Financial quote

COLLUSION, FRAUD AND CORRUPTION

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

FRONTING

iThemba LABS supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, iThemba LABS condemns any form of fronting. iThemba LABS's evaluation committee, in ensuring that bidders conduct themselves in an honest manner will, as part of their evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist. Where iThemba LABS’s evaluation committee establishes a potential breach of this requirement, iThemba LABS notifies the bidder of the potential breaches. Where the bidder fails to
respond to the notification within a period of 7 days from date of notification, iThemba LABS will invalidate the bid/contract. Such failure 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

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

GENERAL DEFINITIONS

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) 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;
“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;
“Proof of B-BBEE status level of contributor” means:
   a. B-BBEE Status level certificate issued by an authorized body or person;
   b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   c. Any other requirement prescribed in terms of the B-BBEE Act.
“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

GENERAL CONDITIONS OF CONTRACT

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

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

GCC 1 Definitions - The following terms shall be interpreted as indicated:
GENERAL CONDITIONS OF CONTRACT

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

GCC2 Application

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

2.2 Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

GCC 3 General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The
## GENERAL CONDITIONS OF CONTRACT

**GCC 4** Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**GCC 5** Use of contract documents and information

5.1 The supplier shall not 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.

**GCC 6** Patent rights

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

**GCC 7** Performance security

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

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

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

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

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

**GCC 8** Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.

8.6 Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**GCC 9** Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.
GENERAL CONDITIONS OF CONTRACT

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

GCC10 Delivery and Documentation
10.1 The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2 Documents submitted by the supplier specified in SCC.

GCC11 Insurance
11.1 The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

GCC12 Transportation
12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

GCC13 Incidental services
13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

GCC14 Spare parts
14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
14.1.2 In the event of termination of production of the spare parts:
14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
14.1.2.2 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

GCC15 Warranty
15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

GCC16 Payment
16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

GCC17 Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

GCC18 Contract amendment

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

GCC19 Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

GCC20 Subcontract

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

GCC21 Delays in supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and 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.

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.
GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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.

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.

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.

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 commence 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.

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
GENERAL CONDITIONS OF CONTRACT

pay penalties and/or damages to the purchaser; and

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

GCC29 Governing language

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

GCC30 Applicable law

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

GCC31 Notices

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

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

GCC32 Taxes and duties

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

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

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

GCC33 National Industrial Participation Programme

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

GCC34 Prohibition of restrictive practices

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

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

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

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

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

1. Compliant price calculation for price competition: iThemba LABS provides bidding estimates in the below Bid Price Schedule (SBD 3.2) to allow bidders to calculate an estimated total cost of ownership bid price that allows an equal comparison basis equitable to all bidders for award selection. By nature of this contract, the actual quantities are determined when placing each individual purchase order being issued under this contract.
2. **Replacement components** – iThemba LABS will consider price variations at the anniversary of the contract. The contract bidder provides detail reasons for price variations substantiated by evidence such as manufacturer’s increase letters, verifiable consumer price variations. iThemba LABS enters in negotiation on the submitted price variations. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted price variations are within such identified market price ranges.

**Services** – iThemba LABS will consider price variations at the anniversary of the contract. The contract bidder provides detail reasons for price variations substantiated by evidence such as manufacturer’s increase letters, verifiable consumer price variations. iThemba LABS enters in negotiation on the submitted price variations. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted price variations are within such identified market price ranges.

3. **Quantity estimation:** The price schedule itemises quantities known at the date of the bid. iThemba LABS is contingent on available funding which drives the actual quantities is procured under this contract through the issue of confirmed purchase orders. Where funding is made available for additional monitors – iThemba LABS will notify the appointed bidder of such requirements. The appointed bidder provides revised pricing detailing reasons for price variations substantiated by evidence such as manufactured country’s inflation rates, technology refresh rate impacts, verifiable consumer price variations, and verified movement in exchange rates. iThemba LABS enters in negotiation on the submitted price quotation and variation reasons. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted pricing are within such identified market price ranges.

4. **Date of unit pricing:** All unit prices are quoted at the date of this bid.

5. **Price Quotation Basis:** Unit prices are fully inclusive of all applicable taxes including 15% VAT, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified price delivery point.

6. **Contract Price:** The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.

7. **Value Added Tax:** Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.

8. **Incidental services and spares not listed:** Pricing is agreed and confirmed by issue of a signed purchase order.

9. **Contract Price Management during the contract:** iThemba LABS issues written purchase orders authorising the deliverables of this contract as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. The NRF, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.

10. **Exchange prices** – where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7. Exchange rates are obtained from ABSA or for the www.xe.com website. iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.

11. **Price Delivery Points are:** iThemba LABS, Old Faure Road, Faure, Western Cape, 7131, South Africa

12. **Application of Preference Points:** Pricing is subject to the addition of Preference Points where bidders have submitted a completed Standard Bidding Document 6.1 Preference claim form.
## BID PRICE SCHEDULE (SBD 3.2)

Submit pricing in separate envelope (stand-alone)

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>TOTAL INCLUDE VAT of 15%</th>
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<td>2</td>
<td>Airborne Contamination Monitors</td>
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<td>2</td>
<td>Installation, Commissioning, certification and handover on the basis that</td>
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<td>the devices will be delivered separately</td>
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<td>Training session on site (irrespective of trainees)</td>
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<td>2</td>
<td>Delivery to premises on the basis that the devices will be delivered</td>
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<td>Technical documentation as specified in Section 9 on page 7</td>
<td>Paper set</td>
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<td>Technical documentation as specified on Section 9 on page 7</td>
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<td><strong>Optional Costing</strong></td>
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TOTAL BID PRICE INCLUSIVE OF 15% VAT FOR PRICE COMPETITION: R
## PART C - RETURNS

### INVITATION TO BID (SBD 1)

**Bid Number**

Bid Number: NRF/iThemba LABS/2018 – 19:22

**Closing date and time**

16 August 2019 at 11:00

The NRF recognises the date and time as recorded on its systems for closure purposes

### HIGH LEVEL SUMMARY OF BID REQUIREMENTS

Supply, install, commission and training of two airborne radiation contamination monitors at iThemba, Faure, Cape Town for five years

**Number of ORIGINAL bid documents for contract signing**

2

**Number of EVALUATION copies (Mark pages as “Evaluation Copy” and number all pages sequentially):**

2 pdf document sets on a flash drive

**Two envelope system**

YES

**Price validity period from date of closure**

150 days

Bidding procedure enquiries are directed in writing to:

<table>
<thead>
<tr>
<th>Section</th>
<th>Contact person</th>
<th>E-mail address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply Chain Management</td>
<td>Ms N Biko/Ms L Gordon</td>
<td><a href="mailto:scm1@tlabs.ac.za">scm1@tlabs.ac.za</a></td>
</tr>
<tr>
<td>Radiation Protection Department</td>
<td>Mr Philip Beukes / Mr Tiro Modisane</td>
<td><a href="mailto:philip@tlabs.ac.za">philip@tlabs.ac.za</a> <a href="mailto:tiro@tlabs.ac.za">tiro@tlabs.ac.za</a></td>
</tr>
</tbody>
</table>

### SUPPLIER INFORMATION

**Name Of Bidder**


**Postal Address**


**Street Address**


**Telephone Number**


**Code**


**Number**


**Cell Phone Number**
## SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>Code Number</th>
<th>Facsimile Number</th>
<th>Code Number</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>Code Number</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>VAT Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Compliance Status</th>
<th>Tax Compliance System PIN</th>
<th>OR</th>
<th>Central Database No.</th>
<th>Supplier MAAA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B-BBEE Status Level Verification Certificate</th>
<th>Tick Applicable Box.</th>
<th>B-BBEE Status Level Sworn Affidavit</th>
<th>Tick Applicable Box.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes ☐ No ☑</td>
<td></td>
<td>Yes ☐ No ☑</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]

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

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

### BID SUBMISSION

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

2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.

3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF/iThemba LABS and the appointed/awarded bidder.

4. The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

---

SUPPLIER INFORMATION

TAX COMPLIANCE REQUIREMENTS

1. Bidder must ensure compliance with their tax obligations.

2. Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za.

4. Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za.

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

6. No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members’ persons in the service of the state.

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

a. The Bidder is employed by the State; and/or
b. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/ 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>Full Name of Bidder or his/her representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity Number:</td>
</tr>
<tr>
<td>Position occupied in the Company (director, trustee, shareholder, member):</td>
</tr>
<tr>
<td>Registration number of company, enterprise, close corporation, partnership agreement:</td>
</tr>
</tbody>
</table>
## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Reference Number:</td>
<td></td>
</tr>
<tr>
<td>VAT Registration Number:</td>
<td></td>
</tr>
<tr>
<td>The names of all directors/trustees/shareholders/members, their</td>
<td></td>
</tr>
<tr>
<td>individual identity numbers, tax reference numbers and, if</td>
<td></td>
</tr>
<tr>
<td>applicable, employee/PERSAL numbers must be indicated in a separate</td>
<td></td>
</tr>
<tr>
<td>schedule including the following questions:</td>
<td></td>
</tr>
<tr>
<td>Schedule attached with the above details for all directors/members/</td>
<td></td>
</tr>
<tr>
<td>shareholders</td>
<td></td>
</tr>
<tr>
<td>Are you or any person connected with the Bidder presently employed</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>the State? If so, furnish the following particulars in an attached</td>
<td></td>
</tr>
<tr>
<td>schedule</td>
<td></td>
</tr>
<tr>
<td>Name of person/ director/ trustee/ shareholder/member:</td>
<td></td>
</tr>
<tr>
<td>Name of State institution at which you or the person connected to</td>
<td></td>
</tr>
<tr>
<td>the Bidder is employed</td>
<td></td>
</tr>
<tr>
<td>Position occupied in the State institution</td>
<td></td>
</tr>
<tr>
<td>Any other particulars:</td>
<td></td>
</tr>
<tr>
<td>If you are presently employed by the State, did you obtain the</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>appropriate authority to undertake remunerative work outside</td>
<td></td>
</tr>
<tr>
<td>employment in the public sector?</td>
<td></td>
</tr>
<tr>
<td>If Yes, did you attach proof of such authority to the Bid document?</td>
<td></td>
</tr>
<tr>
<td>If No, furnish reasons for non-submission of such proof as an</td>
<td></td>
</tr>
<tr>
<td>attached schedule</td>
<td></td>
</tr>
<tr>
<td>(Note: Failure to submit proof of such authority, where applicable,</td>
<td></td>
</tr>
<tr>
<td>may result in the disqualification of the Bid.)</td>
<td></td>
</tr>
<tr>
<td>Did you or your spouse or any of the company’s directors/ trustees/</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>shareholders /members or their spouses conduct business with the</td>
<td></td>
</tr>
<tr>
<td>State including any business units of the National Research</td>
<td></td>
</tr>
<tr>
<td>Foundation in the previous twelve months?</td>
<td></td>
</tr>
<tr>
<td>If so, furnish particulars as an attached schedule</td>
<td></td>
</tr>
<tr>
<td>Do you, or any person connected with the Bidder, have any</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>relationship (family, friend, other) with a person employed by the</td>
<td></td>
</tr>
<tr>
<td>State and who may be involved with the evaluation and or</td>
<td></td>
</tr>
<tr>
<td>adjudication of this Bid?</td>
<td></td>
</tr>
<tr>
<td>If so, furnish particulars as an attached schedule</td>
<td></td>
</tr>
<tr>
<td>Do you or any of the directors/ trustees/ shareholders/ members of</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>the company have any interest in any other related companies</td>
<td></td>
</tr>
<tr>
<td>whether or not they are bidding for this contract?</td>
<td></td>
</tr>
<tr>
<td>If so, furnish particulars as an attached schedule</td>
<td></td>
</tr>
</tbody>
</table>

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. GENERAL CONDITIONS
   1.1. The following preference point systems are applicable to all bids:
      1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
      1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)
### SBD 6.1 - PREFERENCE POINTS CLAIMED

The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</td>
<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 ON 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

### 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>0</td>
</tr>
</tbody>
</table>

### 3. BID DECLARATION

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

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

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

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

### 4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted? (Tick applicable box)

- YES
- NO

If yes, indicate:

1. What percentage of the contract will be subcontracted........................................%  
2. The name of the sub-contractor..............................................................................
3. The B-BBEE status level of the sub-contractor.....................................................
4. Whether the sub-contractor is an EME or QSE? (Tick applicable box)

- YES
- NO
### SBD 6.1 - PREFERENCE POINTS CLAIMED

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</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>
</tbody>
</table>

OR

<table>
<thead>
<tr>
<th>Designated Group: Any EME or QSE which is at least 51% owned by:</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>
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<td></td>
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<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **DECLARATION WITH REGARD TO COMPANY/FIRM**

   - Name of company/firm: ……………………………………………………………………………………………
   - VAT registration number: ……………………………………………………………………………………………
   - Company registration number: ……………………………………………………………………………………………

4. **TYPE OF COMPANY/FIRM (Tick applicable box)**

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

5. **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

6. **COMPANY CLASSIFICATION (Tick applicable box)**

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

7. **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;
SBD 6.1 - PREFERENCE POINTS CLAIMED

2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES

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

☐ Yes  ☐ No

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

☐ Yes  ☐ No

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

☐ Yes  ☐ No

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

☐ Yes  ☐ No

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

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I have read and I understand the contents of this Certificate;
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

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

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

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

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

   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 FOR BIDDER

**Referee Legal Name:**

**Company:**

**Bid Number:** Bid Number: NRF/iThemba LABS/2018 – 19:22

**Bid Description** Supply, install, commission and training for two airborne radiation contamination monitors at iThemba, Faure, Cape Town

Describe the service/work the above bidder provided 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>Successful delivery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead times</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product quality</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Availability of spares / consumables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevant technology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall Impression</td>
<td></td>
<td>Other comments</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:**
## ANNEXURES – ATTACHED AT END OF DOCUMENT

<table>
<thead>
<tr>
<th>Annexure Number</th>
<th>Annexure Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

## BID SIGNATURE (SBD 1)

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

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

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

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

SIGNATURE OF BIDDER:

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