



**National  
Research  
Foundation**

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

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

## INVITATION TO BID

### BID DESCRIPTION

Appointment of a service provider for Marine electronics engineering services for the development of real-time moorings to be deployed in the coastal ocean along the South African coastline over a five (5) year period.		
<b>Bidder Name:</b>		
<b>Number:</b>	<b>NRF/SAEON SMCRI/32/2023/24</b>	
<b>Closing Date</b> <b>Closing Time:</b>	08 November 2023 11:00 AM	
<b>Compulsory Briefing Session</b> <b>Venue:</b> <b>Date</b> <b>Time:</b>	<a href="https://meet.google.com/tox-prvv-wcs">https://meet.google.com/tox-prvv-wcs</a> 12 October 2023 10:00 AM	
<b>Electronic Bid Submission</b> <b>Email Address</b>	Size of the email (document): 20MB <a href="mailto:tenders@saeon.nrf.ac.za">tenders@saeon.nrf.ac.za</a>	
<b>Bids Naming</b>	<b>Split documents into:</b> 1. Technical Proposal 2. Pricing Schedule	
<b>Enquiries are directed in writing to:</b>		
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## INTRODUCTION

### INTRODUCTION TO THE NRF

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

### BACKGROUND TO SAEON

The South African Environmental Observation Network (SAEON) is a business unit of the National Research Foundation (NRF) mandated with Long Term Environmental Observation to detect and understand the impacts of Global Change in South Africa. Seven SAEON nodes are strategically situated across geographic regions representing the country’s major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence. Further information about SAEON can be found on [www.saeon.ac.za](http://www.saeon.ac.za)

### THE NEED FOR THIS PROCUREMENT WITHIN SAEON

A key mandate of the SAEON Elwandle Node is to provide decision makers, the greater research community and the general public with long-term reliable data along South Africa’s coastline. The current moored infrastructure maintained by SAEON Elwandle Node, requires data to be archived and distributed in delayed time (typically every 3 - 6 months). This delay often results in important environmental events only being discovered after the fact and places the Node’s observations in a state of reactivity rather than a state of preparedness. The SAEON Elwandle Node would like to incorporate several near real-time moorings at key locations along the South African coastline to provide data on essential ocean variables that will be of value to a wide range of stakeholders.

### THE REQUIREMENTS OF THIS BID

SAEON Elwandle seeks to appoint a supplier to develop near (hourly intervals) real-time moorings within South Africa’s coastal ocean (depths not exceeding 100m). These moorings must be fit for purpose, self-powered, robust and tamper proof. The appointed supplier will have prior experience with integrating several types of oceanographic instrumentation into a single platform, and must be able to procure key components and instruments needed for these moorings that are not currently owned by SAEON Elwandle Node. The supplier must have a minimum of 15 years’ experience in developing, deploying and/or maintaining oceanographic equipment around South Africa’s coastline.

## PART A – BID REQUIREMENTS

### EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS

The supplier must provide evidence that they are able to supply components, develop, and assist with the deployment and maintenance of the following near real-time moorings. Below is a brief description of two mooring types (SARCOS & MicroCOSM) to be developed for the SAEON Elwandle Node.

#### 1. South African Real-time Coastal Observing System (SARCOS)

The SAEON Elwandle Node aims to establish an array of near real-time moored Coastal Observation systems in the coastal zone to study environmental drivers and ecological processes. These moorings are intended to transmit the observed/measured data from the *in-situ* surface and underwater sensors to the shore-based Central Coordinating Unit. The supplier will be required to develop a shallow (30 m depth) mooring that will include the development or procurement of key hardware components (surface buoy, marine weather station, mooring line, electronics unit and associated consumables) that must be integrated with the scientific sensors that SAEON will provide (see list below).

The initial desired observations from SARCOS are as follows:

1. Temperature
2. Salinity
3. Pressure (from each sensor)
4. pH
5. PCO<sub>2</sub>
6. Chlorophyll
7. Turbidity
8. Oxygen
9. Nitrate
10. Current profile
11. Surface waves & Swell
12. Meteorological conditions (wind speed & direction, air temperature, air pressure, rainfall)
13. Acoustic tag detection

SAEON will provide the following sensors and instruments for integration in the mooring:

1. SunBurst Sensors SAMI pH
2. SunBurst Sensors SAMI PCO<sub>2</sub>
3. SeaBird Scientific HydroCAT-EP V2 CTDs with the following sensors:
  - a. Conductivity
  - b. Temperature
  - c. Depth (Pressure)
  - d. pH Recorder,
  - e. Chlorophyll
  - f. Turbidity
  - g. Optical Dissolved Oxygen
4. SeaBird Scientific SUNA V2 Nutrient Analyser
5. SeaBird Scientific Inductive Modem Modules and Inductive Modem (SBE 44)
6. SeaBird Scientific Inductive Cable Couplers
7. Acoustic Doppler Current Profilers (ADCPs; specific brand and model are to be determined)
8. VEMCO VR2C (cabled fish tag acoustic receiver)
9. Anchors for the mooring

Items to be supplied by the bidder:

1. Marine grade Discus/Toroidal shaped surface buoy containing the following:
  - a. Radar reflector
  - b. Navigational lights
  - c. Integrated lightning/surge protection
  - d. Avian deterrents
2. Marine weather station
3. Underwater Acoustic modem pairs
4. Surface waves module
5. Data logger
6. 8mm Steel wire rope
7. Photovoltaic cells/Solar panels and associated components
8. Marine grade 12v batteries for solar application
9. Hardware consumables. Items include but not limited to:
  - a. Galvanised steel closed spelter sockets,
  - b. Galvanised steel swivels
  - c. 1.5 ton galvanised steel shackles
  - d. 13mm Extra-long link galvanised steel chain

### **SARCOS integration**

The appointed supplier must ensure the following:

1. All sensors must be integrated into a single moored observation platform.
  - a. All sensors (except for the ADCP) must transmit their data in real time to the surface buoy through inductive communications.
2. Data from the moored observation platform are transmitted in near real-time to a SAEON data repository
  - a. This data must include platform & sensor health information (e.g. battery health, GPS and position/station keeping)
3. The observation platform has sufficient power to run continuously 24 hours per day for a minimum of 6 months.
4. Real-time underwater temperature recorders (sensors every 5 m)
5. The ADCP must be moored to the sea floor away from the anchors of the surface buoy and must communicate to the surface buoy via acoustic communications.
6. The mooring must be designed in such a way that the electronics module is "hot swappable" so that in the event of a malfunction the unit can easily be swapped in the field to minimise downtime of the mooring.
7. The mooring must be designed in such a way that it can be continuously adapted and improved as technology evolves and new sensors/parameters are desired.
8. The mooring has passed a factory acceptance test

### **Requirements:**

1. The bidder provides evidence that they are able to supply a marine grade discus/toroidal shaped surface buoy containing the following:
  - a. Radar reflector
    - i. Evidence must be provided in the form of a product manual and in the technical drawing
  - b. Navigational lights
    - i. Evidence must be provided in the form of a product manual and in the technical drawing
  - c. Integrated lightning/surge protection
    - i. Evidence must be provided in the form of a product manual and in the technical drawing
  - d. Avian deterrents

- i. Evidence must be provided in the form of a product manual and in the technical drawing
  - e. The buoy must have mounting points for solar panels and instruments
    - i. Evidence must be provided in the technical briefing document and shown in the technical drawing
  - f. The buoy must have multi-compartmental hull design to provide sufficient buoyancy in the event of water intrusion in one or more of the hull compartments.
    - i. Evidence must be provided in the product manual and in the technical drawing
  - g. The buoy must be fitted with a hot swappable electronics module with sufficient space for batteries and instrumentation.
    - i. Evidence must be provided in the product manual and the technical document
  - h. The buoy must be deployable from a <9m ski boat/RIB
  - i. Additional evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
- 2. The bidder is able to supply a marine weather station with the following sensors:
  - a. Wind speed & direction
  - b. Air and wind-chill temperature
  - c. Relative humidity
  - d. Barometric pressure
  - e. Acoustic precipitation
  - f. The weather station must have the following specifications:
    - i. The weather station must be an "all in one" marine automatic weather station to reduce the need for maintenance
      - 1. Evidence must be provided in the form of a product manual
    - ii. The weather station must have limited moving parts for increased durability
      - 1. Evidence must be provided in the form of a product manual
    - iii. Additional evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
- 3. The bidder is able to supply underwater acoustic modem pairs.
  - a. The acoustic modems must have an Omni-directional (0-180°) transducer
    - i. Evidence must be provided in the form of a product manual
  - b. The acoustic modems must have a 2-6 km communications range
    - i. Evidence must be provided in the form of a product manual
  - c. Additional evidence must be provided in the form of a "Seller Authorisation letter" from the OEM or local agent.
- 4. The bidder is able to supply data loggers suitable for integrating 10 or more analogue inputs.
  - a. The data logger must have a MicroSD data storage port
    - i. Evidence must be provided in the form of a product manual
  - b. The data logger must have Ethernet, USB Micro B, RS 232 communications ports
    - i. Evidence must be provided in the form of a product manual
  - c. Additional evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
- 5. The bidder is able to supply/facilitate buoy satellite and GSM communications hardware and software.
  - a. Evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
  - b. Additional evidence must be provided in the form of a product manual and detailed in a technical briefing document.
- 6. The bidder must be able to facilitate the data transmission from the moorings to a server at SAEON Elwandle
  - a. Evidence must be provided in the form of a Seller Authorisation" from the OEM or local agent.

- b. The supplier will be required to facilitate the transmission of data from the moorings in hourly intervals. Details must be included in the technical brief.
- 7. The bidder is able to supply a minimum of 500m of 8mm galvanised steel wire rope
  - a. Steel wire rope must be 6x19 steel core
    - i. Evidence must be provided in the form of a product manual
  - b. Steel wire rope must have a minimum of a 4 ton breaking load
    - i. Evidence must be provided in the form of a product manual
  - c. Evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
- 8. The bidder is able to supply marine grade photovoltaic cells/Solar panels, solar charger controllers and high power deep cycle/lithium ion batteries
  - a. Evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
  - b. Additional evidence must be provided in the form of a product manual
- 9. Hardware consumables. Items include but not limited to:
  - a. Galvanised Closed spelter sockets,
  - b. Galvanised steel swivels
  - c. Galvanised steel shackles
  - d. 13mm Extra-long link galvanised steel chain
    - i. Evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent.
    - ii. Additional evidence must be provided in the form of a product manual and shown in a technical drawing and briefing document.
    - iii. Hardware consumables listed here must have a proof tested certificate to their designated standards
- 10. The bidder is able to develop or supply buoy controller software needed for the SARCOS moorings.
  - a. Evidence must be provided in the form of a "Seller Authorisation" from the OEM or local agent if the software is an "off the shelf" product.
    - i. Evidence must be provided in the form of a brief describing how the software will function and list its key features and requirements if the bidder will be developing software specifically for these moorings/buoys
  - b. Evidence must also be provided as a line item in the quote
- 11. The bidder must provide a technical drawing of the SARCOS moorings showing all the components
- 12. The bidder is able to conduct a factory acceptance test on the SARCOS moorings.
  - a. Evidence must be provided in the 5 page brief and as a line item in the quote
- 13. The bidder must provide an example of a power budget for the SARCOS moorings.
  - a. Evidence must be provided in the 5 page technical brief and as a line item in the quote
- 14. The bidder is able to design and supply custom parts needed for the SARCOS moorings.
  - a. Custom parts need to be indicated in the technical drawing and listed as line item/s in the quote.
- 15. The bidder is able to provide IT support to ensure transmitted data is received by SAEON servers.
  - a. Evidence must be provided in the form of a brief indicating how and what IT support they can provide
  - b. IT support must also be listed as a line item in the quote
- 16. The bidder is able to supply sub-system buoy mountings, wiring and underwater connectors.
  - a. Evidence must be provided in the technical drawing, 5 page brief and as a line item in the quote
- 17. The bidder is able to provide in field / at sea support, if needed, for the SARCOS moorings.

- a. All fieldwork will be conducted using SAEON Elwandle Nodes vehicles, vessels and staff. The supplier will only be required to support these efforts on an as and when needed basis.
- b. Evidence must be provided as a line item in the quote.

## **2. Micro COastal Smart Mooring (MicroCOSM)**

The SAEON Elwandle Node aims to establish an array of smaller (micro) near real-time moorings that will generate data on the hydrodynamic properties of the inshore coastal areas using *in-situ* sensors to log seawater temperature, water motion (accelerometer) and geographic positioning logging devices capable of diurnally transmitting continuously (hourly or less) recorded data via GSM networks to the South African Coastal Temperature Network (SACTN) of the SAEON Elwandle Node for the real-time characterisation of the upwelling index and the thermal and hydrodynamic environment.

The MicroCOSM should consist of:

1. The Master Controller Node (MCN)
  - a. The small MCN floats on the surface and is responsible for overall system management, including retrieval of sensor data from the ISN modules, power management, alarm functions and wireless telemetry and communication. The MCN is connected to the ISN modules via a 4-wire link or similar.
  - b. The MCN will be powered by a primary lithium battery charged daily by 3-4 small solar panels to allow a maximum deployment endurance of 6 months at a one-hour sampling interval.
  - c. The MCN commands ISN modules to initiate sampling at a fixed (adjustable) interval and duration. The sampling rate and duration are user-settable via the MCN using a simple text-based command file.
2. Multiple Intelligent Sensor Nodes (ISN)
  - a. Intelligent Sensor Nodes will be responsible for sampling sensor data. At least seven ISN modules must be able to be connected to a single MCN in a daisy-chain configuration.
  - b. A single ISN module can contain the following optional sensors:
    - i. X-axis acceleration
    - ii. Y-axis acceleration
    - iii. Z-axis acceleration
    - iv. Compass heading
    - v. Ocean Temperature
      1. 0.004 degC resolution
      2. 0.07 degC Accuracy
      3. 0.81 sec response time
    - vi. Pressure (Depth)
      1. 0.2mBar resolution
  - c. Future versions of the MicroCOSM should be able to include salinity, dissolved oxygen and/or light (PAR) sensors.

The MicroCOSM will be anchored to the seafloor using SAEON anchors attached to a VEMCO VR2 acoustic release. MicroCOSM deployment depths will include 30 m (majority), with 60 m and 80 m versions developed and phased in. Data will be transmitted from the data moorings via GSM or satellite telecommunications. The supplier will be required to facilitate the transmission of data from all three mooring types at hourly intervals.



**Requirements:**

1. The bidder has a proven track record of oceanographic platform/sensor development for South African / African waters.
  - a. The bidder must provide evidence of a minimum of two (2) oceanographic platform/ sensor developments they have successfully completed.
2. The bidder has a minimum of 5 years' experience with remote offshore or coastal platforms.
  - a. The bidder must submit a company profile indicating their experience
3. The bidder is able to supply mooring hardware (MCN, ISN and mooring cable)
  - a. Evidence provided in the form of technical documents for each component
4. The bidder is able to complete a field test of the developed moorings and components.
5. The bidder must provide a technical drawing of the MicroCOSM mooring showing all the components

**General requirements for both mooring types****Installation, Training, and Preventative Maintenance Specifications:**

1. The bidder is able to deliver the moorings or components thereof to the SMCRI central coordinating unit: Ocean Science Campus, Nelson Mandela University, 4 Gomery Avenue, Summerstrand, Gqeberha, 6001 and / or to field stations around the coast of South Africa
  - a. Evidence must be provided as a line item in the quote
2. The bidder must be able to assist SAEON staff during the first deployment and possibly during subsequent maintenance/ fieldwork of all types of moorings outlined above, if required.
  - a. All fieldwork will be conducted using SAEON Elwandle Nodes vehicles, vessels and staff. The supplier will only be required to support these efforts on an as and when needed basis
  - b. The first deployment of the moorings must be accompanied by a minimum of a 1 (one) day workshop to train SAEON staff on how the mooring and its components are integrated, how to conduct maintenance and swap out various key components
3. The appointed supplier must provide ongoing training and support (hardware and software) for the moorings and associated components for the duration of the full contract.
  - a. Training and support must be provided on both moorings to ensure SAEON staff are familiar with all the components, as well as updated if any changes are made to the moorings and/software.

**Required Returnable Documents:**

1. Must supply two (2) reference letters from clients/institutions based on marine electronic engineering, oceanographic instrumentation platform development. Reference letters must be on the client/customer's institution letterhead (with contact details i.e. telephone number and email address) and must specify that the referee is satisfied with the good/services rendered by supplier i.e. "Supplier meets expectation" or on the reference letter template provided in on page 58
2. Must supply CVs of key staff members/employees whom will be assigned work related to this bid. CVs must state the level of experience in this field and their highest qualifications
  - a. The company/supplier must have a minimum of 15 years combined experience with oceanographic instrumentation and/or marine electronic engineering
3. Supplier must submit a five (5) page brief **per mooring type** on how the supplier intends to develop the mooring. This overview must indicate development cost, approximate time needed, and additional resources required.

- a. These briefs are for evaluation purposes only and will not be shared with other suppliers
- 4. All returnable documents must be written in the English language

**Detailed Pricing Schedule Specifications:**

- 1. Bidder to itemise supply and/or development of each of the mooring types as indicated in above briefs and amounts listed in the planned phased rollout table below
- 2. Bidder to itemise deployment, maintenance and training
  - a. Deployments and field maintenance will take place using SAEON Elwandle Node vessels, technicians and scientific dive teams (if required)

**Planned phased rollout of moorings:**

	SARCOS	MicoCOSM
Year 1	2 (2 deployed 0 spare)	5 (30m)
Year 2	3 (2 deployed 1 spare)	5 (30m)
Year 3	2 (1 deployed 1 spare)	5 (30m)
Year 4	2 (1 deployed 1 spare)	12 (4x 30m, 4x 60m & 4x 80m)
Year 5	2 (1 deployed, 1 spare)	18 (6x 30m, 6x 60m & 6x 80m)
<b>Total</b>	<b>7 in water and 4 spare on land</b>	<b>35 in water and 10 spare</b>

All spares must be delivered to SAEON Elwandle and will be stored and used at SAEON and/or affiliated sites as the need requires.

**1.12 HEALTH AND SAFETY**

The bidder must be registered in terms of Section 26 of the Unemployment Insurance Act (UIF) 1996 and in terms of Compensation for Occupational Injuries and Diseases Act (COIDA) 1993 with the Department of Labour.

- 1. **Occupational Safety and Health:** The bidder must at all times comply with the provisions of the Occupational Safety and Health Act, 1993 with regards to the safety and maintenance of equipment used.

**BIDDER REQUIREMENTS**

- 1 **Provide detailed requirements to evaluate the bidder’s ability to deliver on the bid.**
  - 1.1 Bidders must provide the requisite documents that substantiate their responses to these specifications.
- 2 **Ethical requirements**

2.1 The bidder must confirm that there are no interests with the NRF, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, and SBD 6.1 forms.

## CONTRACT PERIOD

The contractual period for this bid is five (5) years commencing from the date of final signature on the SBD 7.1 Contract Signing Form.

## CONTRACT MANAGEMENT

### 1 Specify method of delivery and conditions for determining successful delivery after contract (SBD 7) is signed

1.1 The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 2 Contract Manager

2.1 The Contractor appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 3 Contract Communication

3.1 The NRF communicates in writing including through email.

3.2 The NRF maintains all contract documentation, and communications and correspondence, etc. for record purposes.

3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number.

### 4 Managing service levels

4.1 The service performance levels are:

Service Level	Performance Standard	Target	Consequences or remedies
Delivery of the specified goods itemised in the bid	Both parties jointly check and confirm specifications are met. Where possible certificates must be provided showing components are in working condition	Supply and delivery of hardware and software to SAEON Elwandle Node.	Supply of incorrect items: Penalty – replacement of incorrect items and transport cost paid by the supplier.  Timeous delivery: Penalty – 2.5% of cost of sensor/instrument for every month that delivery is delayed.
Integration of components to develop the moorings	Both parties agree on moorings specifications prior to integration and confirm specifications	Supply and delivery of fully integrated and operational moorings to the test sites.	Timeous delivery: Moorings must be supplied within 12 months of issuing the Purchase order. Penalty –

	were met on completion.		2.5% of contract value for every month that delivery is delayed.
Testing of SARCOS and MicroCOSM moorings	Both parties sign off on successful completion of in situ tests.	A minimum of six months of in situ operation without hardware, software or communications failure.	Continued failure of components: Redesign of mooring, software or communication within 3 months. Penalty – 2.5% of contract value for every month that delivery is delayed.
Modifications made to SARCOS and MicroCOSM moorings	Both parties agree to modifications required to improve the moorings.	Modifications made to sensor configuration and integration to optimise operations within 3 months.	Failure to modify or improve design within 3 months: Penalty - Cancellation of order.
Hardware and software support to SAEON Elwandle Node	Both parties agree on the hardware and software support to be provided.	Full five year support of all hardware/software supplied and developed.	Failure to provide support within one month: Penalty - 2.5% of contract value for every month that support is delayed. After a further 3 months, the contract will be cancelled.
Research and development of MicroCOSM	Both parties agree on MicroCOSM specifications prior to development and confirm specifications were met on completion.	Supply and delivery of fully integrated and operational moorings to the test sites.	Timeous delivery: Moorings must be supplied within 12 months of issuing the Purchase order. Penalty – 2.5% of contract value for every month that delivery is delayed.
Testing of MicroCOSM	Both parties sign off on successful completion of in situ test.	A minimum of three months of in situ operation without hardware, software or communications failure.	Continued failure of components: Redesign of mooring, software or communication within 3 months. Penalty – 2.5% of contract value for every month that delivery is delayed.
Modifications made to MicroCOSM	Both parties agree to modifications required to improve the moorings.	Modifications made to optimise MicroCOSM within 3 months.	Failure to modify or improve design within 3 months: Penalty - Cancellation of order.
Research and development of moored	Both parties agree on profiler specifications prior to development	Supply and delivery of fully integrated and operational profiler to the	Timeous delivery: Profiler must be supplied within 12 months of issuing the

profiler for SARCOS	and confirm specifications were met on completion.	test SARCOS mooring.	Purchase order. Penalty – 5% of contract value for every month that delivery is delayed.
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## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" mean the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site", where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

### GCC 3 General

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

3.2 With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### GCC 4 Standards

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

### GCC 5 Use of contract documents and information

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

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

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

### SCC5A Copyright and Intellectual Property

Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

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

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

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

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

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

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

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

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

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

### SCC5B Confidentiality

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

- Disclose the confidential information, directly or indirectly, to any person or entity;
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or



## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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

Each party shall within one (1) month of receipt of a written request from the other party to do so, return to that party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

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

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

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

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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

### SCC5C Copyright and Intellectual Property

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

### GCC6 Patent rights

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

### GCC7 Performance security

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

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

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

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

7.3.2 cashier's or certified cheque.

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

SCC An acceptable financial performance bond is required where an upfront deposit is paid by the purchaser over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.

### GCC8 Inspections, tests and analyses

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

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

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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
- 8.6 Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- GCC9 Packing
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC10 Delivery and Documentation
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents submitted by the supplier specified in SCC.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC11 Insurance
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

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SCC	The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	The supplier carries insurance of 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere, the term "may"

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in GCC14 is replaced by the term “shall”, the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to the purchaser and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.

### 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.

SCC No special condition applicable, unless specified elsewhere in this document.

### GCC16 Payment

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

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

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

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

SCC Payment is made 30 days after receipt of invoice or claim by the supplier to the purchaser which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment

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- of other obligations stipulated in the contract
- GCC17 Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- SCC No additional special conditions other than stated in the price section in this document.
- GCC18 Contract amendment
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- GCC19 Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- GCC20 Subcontract
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### GCC22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the penalties as stipulated in the Service Performance Levels table in the bid document.

### GCC23 Termination for default

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

23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or

23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

23.6.4 the reasons for the restriction.

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

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

GCC24 Anti-dumping and countervailing duties and rights

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

GCC25 Force Majeure

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

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

GCC26 Termination for insolvency

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

GCC27 Settlement of disputes

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



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- resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
27.5.2 the purchaser shall pay the supplier any monies due the supplier.
- GCC28 Limitation of liability
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  
28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- GCC29 Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- GCC30 Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- GCC31 Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
- 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.

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- 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<sup>1</sup> 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.

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<sup>1</sup> Research

## EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Confirmation of attendance of compulsory briefing session		Mandatory	Briefing session attendance register or evidence provided in the recording	Yes/No	Page 1
Signed SBD 4		Mandatory	Bidder's disclosure	Yes/No	Pages 44-46
Signed SBD 6.1		Mandatory	Is the bidder claiming preference point for the price competition?	Yes/No	Pages 46-48
A valid B-BBEE certificate or sworn affidavit		Optional	Did the bidder submit a valid B-BBEE certificate or sworn affidavit?	Yes/No	Pages 46-48
Signed SBD 3.2		Mandatory	Did the bidder submit its pricing schedule in a separate envelope?	Yes/No	Pages 39- 40
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	Yes/No	Pages 40- 44
<b>SARCOS</b>					
<b>Surface buoy</b>					
Surface buoy contains the following components: - Radar reflector - Navigational lights - Integrated lightning/ surge protection - Avian deterrents - Mounting points for solar panels		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10

The surface buoy must multi-compartmental hull design to provide sufficient buoyancy in the event of water intrusion in one or more of the hull compartments		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10
The surface buoy must be fitted with a hot swappable electronics module with sufficient space for batteries and instrumentation		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10
The surface buoy must be deployable from a <9m ski boat/RIB		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10
The bidder must be an authorised seller of the buoy and its components		Mandatory	Seller authorisation letter and product manual submitted	Yes/No	Pages 4-10
<b>Marine Weather station</b>					
The weather station is able to measure the following parameters: - Wind speed & direction - Air and wind-chill temperature - Relative humidity - Barometric pressure - Acoustic precipitation		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10

The weather station is an “all in one” marine automatic weather station		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10
The bidder must be an authorised seller of the weather station		Mandatory	Seller authorisation letter and product manual submitted	Yes/No	Pages 4-10
<b>Underwater acoustic modem pairs</b>					
The acoustic modems must meet the following specifications: - Acoustic modems must have an Omni-directional (0-180°) transducer - Acoustic modems must have a 2-6 km communications range		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10
The bidder must be an authorised seller of the acoustic modems		Mandatory	Product manual submitted	Yes/No	Pages 4-10
<b>Data loggers</b>					
The data logger must meet the following specifications: - Data logger is suitable for integrating 10 or more analogue inputs - data logger must have a MicroSD data storage port		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10

- Data logger must have Ethernet, USB Micro B, RS 232 communications ports					
The bidder must be an authorised seller of the data logger		Mandatory	Seller authorisation letter and product manual submitted	Yes/No	Pages 4-10
<b>Buoy satellite and GSM communications hardware and software</b>					
The bidder is able to supply/facilitate buoy satellite and GSM communications hardware and software		Mandatory	Seller authorisation letter and product manual submitted	Yes/No	Pages 4-10
<b>Data transmission</b>					
The bidder must be able to facilitate the data transmission from the moorings to a server at SAEON Elwandle		Mandatory	Seller authorisation letter and product manual submitted	Yes/No	Pages 4-10
<b>Steel wire rope</b>					
The bidder is able to supply 6x19 core steel wire rope with a 4 ton breaking load		Mandatory	Evidence provided in the product manual	Yes/No	Pages 4-10
The bidder must be an authorised seller of the steel wire rope		Mandatory	Product manual submitted	Yes/No	Pages 4-10
<b>Photovoltaic cells/Solar panels, solar charger controllers, high power deep cycle batteries</b>					
The bidder is able to supply marine grade photovoltaic cells/Solar panels, solar charger		Mandatory	Product manual submitted for all items	Yes/No	Pages 4-10

controllers and high power deep cycle/lithium ion batteries					
<b>Hardware consumables</b>					
The bidder is able to supply: - Galvanised Closed spelter sockets - Galvanised steel swivels - Galvanised steel shackles - 13mm Extra-long link galvanised steel chain		Mandatory	Product manual submitted for all items	Yes/No	Pages 4-10
<b>Buoy controller software</b>					
The bidder is able to develop or supply buoy controller software needed for the SARCOS moorings		Mandatory	Bidder has submitted a brief describing how the software will function and list its key features and requirements and buoy controller software is a line item in the quote	Yes/No	Pages 4-10
<b>Technical documents</b>					
Technical drawing of the SARCOS mooring		Mandatory	Bidder has submitted a technical drawing of the SARCOS moorings showing all components	Yes/No	Pages 4-10
The bidder is able to conduct a factory acceptance test on the SARCOS moorings		Mandatory	Evidence indicated in the 5 page brief	Yes/No	Pages 4-10
The bidder must provide an example of a power budget for the SARCOS moorings		Mandatory	Power budget for the moorings submitted	Yes/No	Pages 4-10

The bidder is able to design and supply custom parts needed for the SARCOS moorings		Mandatory	Custom parts indicated in the technical drawing	Yes/No	Pages 4-10
The bidder is able to provide IT support to ensure transmitted data is received by SAEON servers		Mandatory	Bidder has indicated how and what IT support they can provide	Yes/No	Pages 4-10
The bidder is able to supply sub-system buoy mountings, wiring and underwater connectors		Mandatory	Evidence is indicated technical drawing and 5 page brief	Yes/No	Pages 4-10
<b>MicroCOSM</b>					
Technical documents					
1 The bidder has a proven track record of oceanographic platform/sensor development for South African / African waters		Mandatory	Bidder has successfully developed two (2) oceanographic platforms / sensors	Yes/No	Pages 4-10
Technical drawing of the MicroCOSM mooring		Mandatory	Bidder has submitted a technical drawing for the MicroCOSM	Yes/No	Pages 4-10
The bidder is able to supply mooring hardware (MCN, ISN and mooring cable)		Mandatory	Evidence provided in the form of technical documents for each component	Yes/No	Pages 4-10
The bidder is able to conduct a factory acceptance test on the MicroCOSM moorings		Mandatory	Evidence indicated in the 5 page brief	Yes/No	Pages 4-10



The bidder has a minimum of 5 years' experience with remote offshore or coastal platforms		Mandatory	Bidder has submitted a company profile indicating a minimum of 5 years' experience with remote or coastal offshore platforms	Yes/No	Pages 4-10
<b>General requirements for both mooring types</b>					
<b>Installation, Training, and Preventative Maintenance Specifications</b>					
Bidder is able to deliver the moorings or components thereof to the SMCRI central coordinating unit		Mandatory	Bidder has included all delivery costs as a line item in their quote	Yes/No	Pages 4-10
A minimum of one staff member from the bidder's company must participate in the deployment of the first mooring and the first scheduled maintenance		Mandatory	Evidence provided in the brief and as a line item in the quote	Yes/No	Pages 4-10
Bidder has provided evidence that they are able to provide ongoing training and support for the moorings and associated components		Mandatory	Evidence provided in the brief	Yes/No	Pages 4-10
<b>Required Returnable Documents</b>					
The bidder has provided two reference letters from clients/institutions based on marine		Mandatory	Reference letters must be on the client/customer's institution letterhead or on the reference	Yes/No	Pages 4-10

electronic engineering, oceanographic instrumentation platform development			letter template provided on page 58 (with contact details i.e. telephone number and email address) and must specify that the referee is satisfied with the good/services rendered by supplier and their after sales support i.e. "Supplier meets expectation"		
The company/supplier must have a minimum of 15 years combined experience with oceanographic instrumentation, marine electronic engineering		Mandatory	Evidence provided in the CVs of key staff members/employees	Yes/No	Pages 4-10
The bidder must submit a five (5) page brief <b>per mooring type</b> on how the supplier intends to develop the mooring.		Mandatory	The briefs provide the technical detail, indicate the development cost, approximate time needed, and additional resources required	Yes/No	Pages 4-10
All documents are in English		Mandatory	All documents are in English	Yes/No	Pages 4-10
<b>Detailed Pricing Schedule</b>					
Bidder has itemised the development cost for each mooring		Mandatory	Evidence provided in the quotation	Yes/No	Pages 4-10
Bidder has itemised deployment, maintenance and training		Mandatory	Evidence provided in the quotation	Yes/No	Pages 4-10

costs					
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<b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b>	<b>YES - PASS TO PRICING</b>	<b>NO - DISQUALIFIED</b>
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## THE BID PREPARATION

### Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

### Response preparation costs

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

### Counter proposals

No counter proposals are accepted.

### Two envelope system

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have 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.

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

### Central Supplier Database registration

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

### Collusion, fraud and corruption

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

### Fronting

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

the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

#### Disclaimers

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

#### General definitions

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

“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 7.1) which has been signed by the awarded bidder and the National Research Foundation;

“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:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

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

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

## THE BIDDER SELECTION PROCESS

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

#### Responsive to submission requirements

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

#### Meeting technical specifications

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

The bidder will be disqualified as they did not meet the minimum technical specifications.

#### Due Diligence Research

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

### **Stage 2 – Price competition**

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

### **Stage 3 – Award and Contract Signing**

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

#### **Cancellation of the bid prior to award**

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

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

## PART B – PRICING

### PRICING CONDITIONS OF CONTRACT FOR THIS BID

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

1.	<b>Compliant price calculation for price competition:</b> Price quoted is South African Rands
2.	<b>Date of unit pricing:</b> All unit prices are quoted at the closing date of this bid.
3.	<b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	<b>Quantity estimation:</b> Bidders must quote according to the quantities stipulated in the pricing schedule
5.	<b>Contract Price:</b> The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	<b>Value Added Tax:</b> Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	<b>Price Adjustment Rules:</b> The business unit will not consider any other unit price variations. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence.
8.	<b>Contract Price Management during the contract:</b> Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	<b>Delivery Points are:</b> Ocean Sciences Campus, Nelson Mandela University, 4 Gomery Avenue, Summerstrand, Gqeberha, 6001
10.	<b>Application of Preference Points:</b> In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.

## BID PRICE SCHEDULE (SBD 3.2)

Submit pricing in separate envelope (stand-alone)

DESCRIPTION	Unit of measure	RATE	ANNUAL ESCALATION (%)	TOTAL (INCLUDEs VAT of 15%)
<b>SARCOS</b>				
<b>Year 1</b>				
Marine grade discus/toroidal shaped surface buoy	2	Once-off		
Marine weather station	2	Once-off		
Acoustic modem pairs	2 pairs	Once-off		
Surface waves module	2	Once-off		
Data logger	2	Once-off		
8mm Steel wire rope	500m	Once-off		
Photovoltaic cells/Solar panels and associated components	2 sets	Once-off		
Marine grade 12v batteries for solar application	10	Once-off		
<b>Hardware consumables</b>				
Galvanised steel closed spelter sockets (for 8mm steel wire rope)	10	Once-off		
1.5 ton galvanised steel swivels	10	Once-off		
1.5 ton galvanised steel shackles	10	Once-off		
13mm Extra-long link galvanised steel chain	50m	Once-off		
SARCOS component integration	2	Once-off		
SARCOS at sea deployment	2	Once-off		
SARCOS in field support	2	Once-off		
SARCOS GSM data transmission	1	Annual		



<b>Year 2</b>				
Small marine grade discus/toroidal shaped surface buoy	3	Annual		
Marine weather station	3	Annual		
Acoustic modem pairs	3	Annual		
Surface waves module	3	Annual		
Data logger	3	Annual		
8mm Steel wire rope	500m	Annual		
Photovoltaic cells/Solar panels and associated components	3 sets	Annual		
Marine grade 12v batteries for solar application	15	Annual		
<b>Hardware consumables</b>				
Galvanised steel closed spelter sockets (for 8mm steel wire rope)	20	Annual		
1.5 ton galvanised steel swivels	20	Annual		
1.5 ton galvanised steel shackles	20	Annual		
13mm Extra-long link galvanised steel chain	50m	Annual		
SARCOS component integration	3	Annual		
SARCOS at sea deployment	2	Annual		
SARCOS in field support	8	Annual		
SARCOS GSM data transmission	2	Annual		
SARCOS satellite data transmission	1	Annual		
<b>Year 3</b>				
Marine grade Discus/Toroidal shaped surface buoy	2	Annual		
Marine weather station	2	Annual		

Acoustic modem pairs	2	Annual		
Surface waves module	2	Annual		
Data logger	2	Annual		
8mm Steel wire rope	500m	Annual		
Photovoltaic cells/Solar panels and associated components	2 sets	Annual		
Marine grade 12v batteries for solar application	10	Annual		
<b>Hardware consumables</b>				
Galvanised steel closed spelter sockets (for 8mm steel wire rope)	10	Annual		
1.5 ton galvanised steel swivels	10	Annual		
1.5 ton galvanised steel shackles	10	Annual		
13mm Extra-long link galvanised steel chain	50m	Annual		
SARCOS component integration	2	Annual		
SARCOS at sea deployment	1	Annual		
SARCOS in field support	10	Annual		
SARCOS GSM data transmission	2	Annual		
SARCOS satellite data transmission	2	Annual		
<b>Year 4</b>				
Marine grade Discus/Toroidal shaped surface buoy	2	Annual		
Marine weather station	2	Annual		
Acoustic modem pairs	2	Annual		
Surface waves module	2	Annual		
Data logger	2	Annual		
8mm Steel wire rope	500m	Annual		

Photovoltaic cells/Solar panels and associated components	2 sets	Annual		
Marine grade 12v batteries for solar application	10	Annual		
<b>Hardware consumables</b>				
Galvanised steel closed spelter sockets (for 8mm steel wire rope)	10	Annual		
1.5 ton galvanised steel swivels	10	Annual		
1.5 ton galvanised steel shackles	10	Annual		
13mm Extra-long link galvanised steel chain	50m	Annual		
SARCOS component integration	2	Annual		
SARCOS at sea deployment	1	Annual		
SARCOS in field support	12	Annual		
SARCOS GSM data transmission	3	Annual		
SARCOS satellite data transmission	2	Annual		
<b>Year 5</b>				
Marine grade Discus/Toroidal shaped surface buoy	2	Annual		
Marine weather station	2	Annual		
Acoustic modem pairs	2	Annual		
Surface waves module	2	Annual		
Data logger	2	Annual		
8mm Steel wire rope	500m	Annual		
Photovoltaic cells/Solar panels and associated components	2 sets	Annual		
Marine grade 12v batteries for solar application	10	Annual		
<b>Hardware consumables</b>				

Galvanised steel closed spelter sockets (for 8mm steel wire rope)	10	Annual		
1.5 ton galvanised steel swivels	10	Annual		
1.5 ton galvanised steel shackles	10	Annual		
13mm Extra-long link galvanised steel chain	50m	Annual		
SARCOS component integration	2	Annual		
SARCOS at sea deployment	1	Annual		
SARCOS in field support	14	Annual		
SARCOS GSM data transmission	3	Annual		
SARCOS satellite data transmission	4	Annual		
<b>TOTAL (SARCOS) (Year 1 to 5)</b>				
<i>To be used for price evaluation</i>				
<b>MicroCOSM</b>				
<b>Year 1</b>				
30m MicroCOSM supply and delivery	5	Once-off		
MicroCOSM GSM data transmission	2	Annual		
MicroCOSM satellite data transmission	1	Annual		
<b>Year 2</b>				
30m MicroCOSM supply and delivery	5	Annual		
MicroCOSM GSM data transmission	3	Annual		
MicroCOSM satellite data transmission	3	Annual		

<b>Year 3</b>				
30m MicroCOSM supply and delivery	5	Annual		
MicroCOSM GSM data transmission	6	Annual		
MicroCOSM satellite data transmission	5	Annual		
Moored vertical profiler prototype field test	1	Annual		
<b>Year 4</b>				
30m MicroCOSM supply and delivery	4	Annual		
60m MicroCOSM supply and delivery	4	Annual		
80m MicroCOSM supply and delivery	4	Annual		
MicroCOSM GSM data transmission	10	Annual		
MicroCOSM satellite data transmission	10	Annual		
<b>Year 5</b>				
30m MicroCOSM supply and delivery	2	Annual		
60m MicroCOSM supply and delivery	2	Annual		
80m MicroCOSM supply and delivery	2	Annual		
MicroCOSM GSM data transmission	18	Annual		
MicroCOSM satellite data transmission	17	Annual		
<b>TOTAL (MicroCOSM) (Year 1 to 5)</b>				
<b><i>To be used for price evaluation</i></b>				
<b>This is a template, please itemize any additional items to be included in the pricing schedule and provide a full Detailed Pricing Schedule of your own with all line items charged per line.</b>				
<b>TOTAL BID PRICE INCLUSIVE OF VAT</b>			<b>R</b>	

## PART C - RETURNS

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid number</b>	NRF/SAEON SMCRI/32/2023/24
<b>Closing date and time</b>	08 November 2023 11:00 AM
The NRF recognises the date and time as recorded on its systems for closure purposes.	
<b>SUMMARY OF BID REQUIREMENTS</b>	
The South African Environmental Observation Network (SAEON) seeks to appoint a supplier supply marine electronics engineering services for the development of three mooring types to be deployed in the coastal ocean and estuaries along the South African coastline over a five (5) year period.	
<b>Number of original bid documents for contract signing</b>	2
<b>Two envelope system</b>	Yes
<b>Price validity period from date of closure</b>	One hundred and twenty (120) days

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

## SUPPLIER INFORMATION

**VAT Registration Number**

<b>Tax Compliance Status</b>	Tax Compliance System PIN		<b>OR</b>	Central Supplier Database No.	MAAA
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<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[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]**

<b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
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Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

## BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 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 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.

<b>SUPPLIER INFORMATION</b>	
<b>TAX COMPLIANCE REQUIREMENTS</b>	
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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
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.

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No



If so, furnish particulars as an attached schedule

## BIDDER'S DISCLOSURE

SBD 4

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

YES/NO

2.2.1 If so, furnish particulars:

.....  
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

### SBD 6.1 - PREFERENCE POINTS CLAIMED

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

tenders are received.

### 4.2

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE POINTS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

4.3

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.4

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

4.5

##### 3.2.1. POINTS AWARDED FOR PRICE

4.6

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

## SBD 6.1 - PREFERENCE POINTS CLAIMED

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

4.7

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

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

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

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

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

The BBEE Points allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant	0	

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

## SBD 6.1 - PREFERENCE POINTS CLAIMED

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SBD 6.1 - PREFERENCE POINTS CLAIMED**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**ANNEXURES – ATTACHED AT END OF DOCUMENT**

Annexure Number	Annexure Title



## **BID SIGNATURE (SBD 1)**

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

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

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

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

**SIGNATURE OF BIDDER:**

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

## REFERENCE LETTER FORMAT FOR BIDDER

<b>Referee Legal Name:</b>			
<b>Company:</b>			
<b>Bid Number:</b>	<b><u>NRF/RISA B&amp;M 11/2022-23</u></b>		
<b>Bid Description:</b> The appointment of service provider to provide cleaning services for a period of five years at the National Research Foundation premises in Pretoria			
Describe the service/work the above bidder provided to you below			
<b>Criteria/Risks</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
<b>Technical Strength</b> – Does the contractor use the latest equipment and methods?			
Customer centricity			
Disputes resolution			
Satisfaction with quality of consumable used			
Satisfaction with the work done			
Reliability			
Service delivery scheduling and implementation			
After sales support			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Completed by:</b>			
<b>Signature:</b>			
<b>Company Name:</b>			
<b>Contact Telephone Number:</b>			
<b>Date:</b>			

