



**National  
Research  
Foundation**

## INVITATION TO BID

Appointment of a service provider for the supply and delivery of electronic hardware for a Seal Auto Analyzer 3 (AA3), as well as technical support for a period of two (2) years to SAEON Elwandle Node.

**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. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

|  |  |
|--|--|
| <b>Bidder Name:</b>                          |  |
| <b>Number:</b>                               | <b>NRF/SAEON/SMCR/30/2024-25</b>   |
| <b>Non- Compulsory Briefing Session:</b>     | <b>Yes</b>   |
| <b>Date:</b>                                 | <b>28 October 2024</b>   |
| <b>Time:</b>                                 | <b>11:00 AM -12:00 PM</b>  |
| <b>Venue/Meeting Link:</b>                   | <a href="https://meet.google.com/wrn-kizp-whw">https://meet.google.com/wrn-kizp-whw</a>  |
| <b>Closing Date:</b>                         | <b>08 November 2024</b>  |
| <b>Closing Time:</b>                         | <b>11:00 AM</b><br>NO LATE BIDS WILL BE ACCEPTED   |
| <b>Validity Period</b>                       | <b>90 days</b>   |
| <b>Electronic Bid Submission only</b>        | Size of the email (document): 20MB MAX consisting of two pdfs per set labelled as below). Two sets/copies required per SBD1            |
| <b>Email Address</b>                         | <a href="mailto:tenders@saeon.nrf.ac.za">tenders@saeon.nrf.ac.za</a>   |
| <b>Bids Naming</b>                           | <b>Split each set into two pdf documents:</b><br>1. Technical offering<br>2. Pricing/quote – (only the SBD3.2 form) password protected |
| <b>Enquiries are directed in writing to:</b> |  |
| <b>Section</b>                               | Supply Chain Management  |
| <b>Contact person</b>                        | Nosipho Nyauza & Irene Matsimela   |
| <b>Email address</b>                         | <a href="mailto:tenders@saeon.nrf.ac.za">tenders@saeon.nrf.ac.za</a>   |

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### INTRODUCTION

#### INTRODUCTION TO THE NRF

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

## BACKGROUND TO SAEON

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

Seven SAEON nodes are strategically situated across geographic regions representing the country's major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making.

SAEON is committed to scientific excellence, and data emanating from these arrays needs to be of high quality and reliable enough to support long term monitoring of ecosystem climatological changes, scientific publications, and academic use.

Further information about SAEON can be found on [www.saeon.ac.za](http://www.saeon.ac.za)

## THE NEED FOR THIS PROCUREMENT WITHIN SAEON

SAEON comprises a diverse research infrastructure with the core objective of being a long-term monitoring platform for biospheric data and the strategic aim to investigate global change drivers and anthropogenic impacts on socio-ecological security of South Africa's ecosystems. SAEON Elwandle Node, based in Gqeberha, has an environmental monitoring initiatives which include the observation of coastal marine and estuarine water. The quantifications of macronutrients in water is the fundamental in assessing water quality. SAEON Elwandle Node's Seal Auto Analyzer 3 (AA3) fulfils this purpose.

Long-term datasets are crucial in assessing environmental change specifically in South Africa's highly developed/developing coastal/marine areas. This forms part of policy changes and environmental management to protect and grow social, environmental, and economical benefits. These LTER projects are currently under surveillance in the Shallow Marine and Coastal Research Infrastructure (SCMRI) programme. SAEON Elwandle Node require the once-off supply of spare electronic hardware, and furthermore, a two (2) year technical support for their Seal Auto Analyzer 3 (AA3). Maintaining the instrument is crucial to keep pace with the expansion of the Long Term Ecological Research (LTER) datasets.

## 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 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 or variations to this contract 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 phases prior to the price competition. All responses must be submitted in two electronic folders. The first folder shall contain the technical and compliance response and the second shall contain only the pricing response. Bidders must ensure that they do not indicate any financial information in the first folder.

Bidders are required to package their response/Bid as follows:

- First Folder part A: Bid Forms and Compliance Response
- First Folder part B: Technical Response (response to scope of work)
- Second Folder: 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. Bidders include their Master Registration Number (Supplier Number) for evaluation purposes on the SBD 1 form.

The NRF utilises the bidder's Master Registration Number to conduct due diligence through the Central Supplier Database as part of the 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 bidders representations. The bidders have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the bidders of the allegation. The bidders 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 bidder 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 bidder.

## 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 bidders in connection therewith.

## General definitions

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

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

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

“Functionality” means the abilities of a bidder’s solution to deliver the statement of work including specifications, and services in accordance with these bid documents;

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

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being The South African Environmental Observation Network (SAEON)

## **THE BIDDER SELECTION PROCEDURE**

### **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 specifications

The NRF’s evaluation committee will verify bidder’s submitted documentation against the requirements in this document. The NRF’s evaluation committee will disqualify submissions that do not meet the minimum technical specifications set out in this document.

#### Due Diligence Research

NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s capability to provide the goods/services required, accessing the Central Supplier Database, and verify reference letters.

### **Stage 2 – Price competition**

The NRF’s evaluation committee assesses compliant bidders from the technical evaluation stage on their pricing proposals. 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

price in accordance with the PPPFA. The specific goal points claimed on the SBD 6.1 form are added to the bidder's price points.

### **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 of price and preference 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 where:

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

## CONTRACT PART A – STATEMENT OF WORK

### CONTRACT OBJECTIVE

The Elwandle Node of the South African Environmental Observation Network (SAEON), based in Gqberha, make use of a Seal AA3 for the analysis of estuarine and marine water samples for nutrients (silicate, phosphate, nitrate, nitrite, ammonium). The AA3 is well-utilised and down-time of the machine needs to be avoided where possible. Therefore, the current bid includes a once-off supply of spare electronics and hardware, and technical support for emergency maintenance for a period of two (2) years (Specifications page 9-11). The technical support includes an on-site service technician available on an ad hoc basis for emergency repairs. The emergency repairs do not include a yearly service, but includes electronic technical support, replacement of broken parts and troubleshooting on an ad hoc basis.

### CONTRACT REQUIREMENTS

The South African Environmental Observation Network (SAEON) Elwandle node require the supply and delivery of spare electronics and hardware for a Seal AA3. Additionally, an on-site Seal service technician (agent) must be made available for emergency maintenance on an ad hoc basis, for a period of two (2) years. The Elwandle Node makes use of the Seal AA3 for the analysis of estuarine and marine water samples for nutrients (silicate, phosphate, nitrate, nitrite, ammonium), as part of the Shallow Marine Coastal Research Infrastructure (SMCRI) program. The AA3 is well-utilised and down-time of the instrument needs to be avoided where possible. Therefore, the Elwandle Node would like to procure (1) spare electronics and hardware in advance, and (2) emergency maintenance by a Seal service technician for repairs. The quotation must include delivery to the South African Environmental Observation Network (SAEON) Elwandle node, in Gqeberha.

**This is a variable cost contract as the nature of addressing the emergency maintenance has to be managed during the contract lifetime. Thus, the contract value will be the total value of all issued purchase orders under this contract. The two (2) year emergency maintenance portion of this contract is estimated at 10-15% of the budgeted value.**

For the conducting of bid price competition on equitable and transparent grounds, estimated quantities are provided in the bid for quotation purposes to allow bidders to set their bid offer on the same level playing field. SAEON has no obligation, as per conditions above, to reach or pay out the total bid offer contract value.

All purchase orders of equipment and services are made only where there is budget availability for payment and will be issued as and when required.

### CONTRACT PERIOD

The contractual period for this bid is two (2) years commencing from the date of final signature on the SBD 7.2 Contract Signing Form.

### SCOPE OF WORK

SAEON requires the following goods and services from this contract:

- Supply of spare electronics and hardware compatible with the current set-up of the Seal AA3, for ongoing maintenance of the instrument (Page 9-11)

- Delivery of the specified electronics and hardware to SAEON Elwandle Node, Summerstrand, Gqeberha (page 9-11)
- A Seal service technician/agent available for on-site emergency maintenance should a component of the Seal AA3 need repair, for a period of two (2) years, on an ad hoc basis.
- All travel and accommodation cost of service technician/agent must be included in the maintenance fee.

### **COMPATIBLE WITH THE EXISTING INFRASTRUCTURE**

The spare electronics and hardware must be compatible with existing instrumentation as outlined in the specifications (page 9-11), which is a Seal Auto Analyzer 3 (AA3).

### **TECHNICAL SUPPORT TO SAEON TECHNICAL TEAM**

The system is currently managed by the SAEON laboratory technicians.

As part of the support of the procurement, SAEON requires the bidder to provide support services, including telephonic and/or email assistance with troubleshooting for SAEON laboratory technicians, during working hours.

The level of performance for this service is as follows (more detailed description available on Page 13-14; Service Level Management):

1. With a response time of 72 hours for routine troubleshooting (non-emergency) support issues,
2. For emergency issues, such as sensor or system malfunction and failure, a response via email/telephone within 24 hours.

This support must be provided in English.

### **DELIVERY TO SITE**

The supply, delivery and maintenance of the line items (as listed in on pages 9 - 11) is required to SAEON Elwandle Node, 4 Gomery Avenue, Nelson Mandela University Ocean Science Campus, Summerstrand, Gqeberha, 6001. The delivery cost entails two separate line items for the goods and the maintenance.

### **INCIDENTAL SHIPPING SERVICES (GCC13)**

Occasionally it may be required to ship components to OEMs overseas for repairs and/or calibration.

The contracted bidder/supplier, being an authorised distributor or subsidiary, must facilitate these jobs, manage the international shipping, and provide the necessary status reports.

The contracted bidder/supplier provides cost quotations on the shipping services to the SAEON contract manager for agreement.

Costs of repairs, servicing, and/or calibration will be agreed between SAEON and the contracted bidder especially where the strip and quote basis has to be used.



## EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS

The supplier must be able to supply and deliver electronics and hardware compatible with the Seal Auto Analyzer 3 (AA3) to SAEON Elwandle Coastal Node at the Ocean Sciences Campus, Nelson Mandela University, Gqeberha, is a required line item.

The service provider must be able to further provide maintenance for a period of two (2) years that includes emergency repairs, to prevent down-time of the instrument.

**THE SUPPLIER MUST TAKE INTO ACCOUNT THE EXISTING INSTRUMENT SPECIFICATIONS BEFORE QUOTING ON THE GOODS AND SERVICES IN PART a AND PART b OUTLINED IN THE SPECIFICATIONS BELOW:**

All parts and services must be compatible with a Seal AA3, used for nutrient (phosphate, nitrate, nitrite, ammonium, silicate) analysis, with the following identifications:

| Channel | Parameter               | MT | Method | Revision | Seal XY-2 sampler | Pumps          | Chem Trays  | Control Modules |
|---------|-------------------------|----|--------|----------|-------------------|----------------|-------------|-----------------|
| Ch 1a   | Phosphate               | 19 | G-297  | 5        | S/N<br>5503A36748 | S/N<br>8019185 | S/N 8019447 | S/N             |
| Ch 1b   | Silicate                | 19 | G-177  | 11       |                   |                | S/N 8019446 | 8019120         |
| Ch 2b   | Nitrite                 | 18 | G-173  | 10       |                   |                | S/N 8019444 | S/N             |
| Ch 2a   | Nitrate/<br>nitrite/TON | 19 | G-172  | 17       |                   | S/N<br>8019184 | S/N 8019443 | 8019117         |
| Ch 3a   | Ammonia                 | 19 | G-171  | 15       |                   |                | S/N 8019441 | S/N<br>8019122  |

**THE SUPPLIER MUST BE ABLE TO SUPPLY AND DELIVER THE ITEMS WITH THE SPECIFICATIONS OUTLINED BELOW:**

a. The following spare electronics and hardware must be supplied as a once-off purchase, in Year 1:

| #  | Item Name                                  | Part Number | QTY |
|----|--|-------------|-----|
| 1  | Fuse 2.5 A                                 | 834842      | 10  |
| 2  | XY3 sampler                                | P-U-A128    | 1   |
| 3  | All-purpose oil                            | 538+9000-01 | 1   |
| 4  | Control cable to digital colorimeter       | 169+B060-01 | 4   |
| 5  | Thermometer (HB 32°- 42°C)                 | 157-0283-01 | 4   |
| 6  | AA3 coil 5.37mL                            | 169+B442-01 | 4   |
| 7  | Heater assembly                            | 169+B410-01 | 4   |
| 8  | Flow cell                                  | 169+B045-10 | 5   |
| 9  | Serial cable for sampler and pc connection | 169+B063-02 | 2   |
| 10 | Standards rack 10 positions                | 168+5010-10 | 2   |
| 11 | 4 Way Valve Maintenance Kit                | 116+K996-01 | 1   |
| 12 | Valve, 4 way                               | 566+0010-01 | 1   |
| 13 | Filter 880nm                               | 165+B044-88 | 1   |
| 14 | Filter 820nm                               | 165+B044-82 | 1   |
| 15 | Filter 550nm                               | 165-B044-55 | 1   |
| 16 | Filter 630nm                               | 165+B044-63 | 1   |

|    |   |                                |     |
|----|---|--------------------------------|-----|
| 17 | Filter 660nm  | 165-B044-66                    | 1   |
| 18 | Colorimeter lamp  | 169+B143-01                    | 5   |
| 19 | Cadmium Coil, 6 Turn  | 165-0301-03                    | 5   |
| 20 | Cadmium Coil, 10 Turn   | 165-0301-03                    | 5   |
| 21 | USB docking station - 9 port  | Compatible with current system | 1   |
| 22 | Inverter (1200VA, 720W, 12V)  | Compatible with current system | 1   |
| 23 | External 1TB hard drive   | Compatible with current system | 1   |
| 24 | Complete Tool Kit   | 5500                           | 1   |
| 25 | Colorimeter control board   | 166+B710-01                    | 1   |
| 26 | Pump Power Switch   | 624+9001-01                    | 2   |
| 27 | Tygon tubing (T16)  | 116-0536-16                    | 6 m |
| 28 | Detector  | 166+B620-02                    | 1   |
| 29 | Supply and Delivery to SAEON Elwandle Node, 4 Gomery Avenue, Nelson Mandela University, Summerstrand, Gqeberha.<br>(Delivery of goods within the first year of order) |                                | 1   |

- b. The supplier must be able to provide technical support in the form of emergency maintenance and repair for a period of two (2) years on an ad hoc basis, which includes the following:

**This portion is a variable cost contract as the nature of addressing the emergency maintenance has to be managed during the contract lifetime. Thus, the contract value will be the total value of all issued purchase orders under this contract. The two (2) year emergency maintenance portion of this contract is estimated at 10-15% of the quotation value.**

For the conducting of bid price competition on equitable and transparent grounds, estimated quantities are provided in the bid for quotation purposes to allow bidders to set their bid offer on the same level playing field.

SAEON has no obligation, as per conditions above, to reach or pay out the total bid offer contract value.

All purchase orders of equipment and services are made only where there is budget availability for payment and will be issued as and when required.

| #  | Item Name   |
|----|---|
| 30 | Site visit by a Seal accredited service technician who complies with the following specifications:<br><ul style="list-style-type: none"> <li>- Service technician must be Seal accredited.</li> <li>- Telephonic or email assistance with a 72-hour response time for non-emergency troubleshooting, and 24-hour response time for emergency issues (subjected to Service Level Management on page 13-14).</li> </ul> |

|           |  |
|-----------|--|
|           | <ul style="list-style-type: none"> <li>- Supplier must organise and take into account the service technician’s travel cost, transport, and accommodation.</li> <li>- Site visit at SAEON Elwandle Node, 4 Gomery Avenue, Nelson Mandela University, Summerstrand, Gqeberha.</li> </ul>   |
| <b>31</b> | <p>Assessment, which includes the following scope:</p> <ul style="list-style-type: none"> <li>- Troubleshooting of emergency repair</li> <li>- Repair or replacement of parts</li> <li>- System check to ensure instrument can be used</li> <li>- This includes, but is not limited to the installation of spare electronics and hardware in this bid</li> <li>- Job Card with details of completed repair/maintenance with a 30 day assurance of the repair/maintenance.</li> </ul> |

c. Supplier must ensure that the following documents are submitted to this bid, which is referenced from the evaluation criteria on page 28-29:

| #         | Item Name   | QTY |
|-----------|---|-----|
| <b>32</b> | Bidders must submit proof that they are an accredited OEM supplier in South Africa. Such proof must be on the OEM letterhead and signature.   | 1   |
| <b>33</b> | <p>Bidder must submit three (3) written references from customers to whom the bidder has supplied services/maintenance on a similar instrument within the last 5 years. The references must either use the template on page 45 or ensure that the reference letters include the following:</p> <ul style="list-style-type: none"> <li>i) Brief description of the instrument (including type/model number), the service/work the bidder provided to the reference.</li> <li>ii) The reference must indicate whether the technical support provided was below, met, or exceeded their expectations.</li> <li>iii) The reference should provide an overall impression and comment on whether they would use the provider again.</li> <li>iv) Contact details of references must be included.</li> </ul> <p>All bidders whose references does not meet the minimum threshold of “Meets requirements” for each of the above will be disqualified.</p> | 3   |

### CONTRACT MANAGEMENT

- Contract Manager:
  - SAEON appoints a contract manager to manage this contract and notifies the other party in writing of the name and contact details of the appointed contract manager.
  - The contracted bidder appoints a contract manager and notifies SAEON in writing of the name and contact details of the appointed contract manager.
  - The contracted bidder provides the details and procedures for technical support.
- Contract Communication
  - SAEON and the appointed bidder communicate in writing including through email except for technical support as per the channels above.
  - Each party maintains all contract documentation, communications, purchase orders, delivery

verification, and correspondence for record purposes.

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

## **MANDATORY QUALIFICATIONS TO ENTER SELECTION AND PRICING STAGES**

**Bidders failing to provide the following mandatory qualification documents including technical documentation are disqualified.**

**Bidders not complying with the qualifications and contract conditions including specification fail to qualify for the price competition**

### **1 Legal Details of Bidder.**

- 1.1 . The bidder must return the completed enclosed SBD 1, sign it, and attach their detailed CSD report printed not earlier than 2 weeks before the closing time. These will be verified against the CSD links to the respective databases i.e. CIPRO, Home Affairs.
- 1.2 Bidders must submit proof that they are an accredited OEM supplier in South Africa. Such proof must be on the OEM letterhead and signature.
- 1.3 Bidders must provide evidence (agency agreement) of being able to:
  - 1.3.1 Supply all components, spares, and other consumables required for the running and operation of the instruments for the duration of the contract:
  - 1.3.2 Provide software/firmware updates:
    - 1.3.2.1 Updates to the software and firmware are provided free of charge or the basis of charging;
    - 1.3.2.2 Mode of delivery
  - 1.3.3 Facilitate honouring the OEM warranties, where applicable.
  - 1.3.4 If defective goods under warranty are identified, supplier must replace the identified goods within 14 days of the communication

### **2 Ethical requirements**

- 2.1 The bidder must confirm that there are no conflicts of interest with the NRF, has clean business practises, and has determined its bid independently from others as reflected on its signed submitted SBD 4

### **3 Legal Warranties (per GCC15):**

- 3.1 The bidder must provide a list of OEM warranties, where applicable, covering relevant equipment and components in accordance with the GCC warranty clause.
- 3.2 If defective goods under warranty are identified, the supplier must replace the identified goods within 14 days of the communication

### **4 Proof of OEM's agent.**

- 4.1 Bidders must submit proof that they are the accredited original equipment manufacturers (OEM) supplier in South Africa.

4.2 Bidders must provide three written reference letters

**5 Pricing (in a separate folder)**

5.1 Completed pricing form SBD 3.2 per this document

5.2 Detail of costings requested:

5.2.1 Incidental shipping service

5.2.2 Delivery (provide rates to destinations listed)

5.2.3 Item C2. Technical support (provide rates if support is not included with items listed above)

5.2.4 Item C1. Software (provide itemised list downstream costs, if applicable, to upgrades of software and firmware)

5.2.5 Transport and delivery cost detailed per each delivery point

5.3 If preference points are being claimed for specific social goals, completed SBD6.1 claim form with proof of points being claimed attached and Signed SBD 6.1.

**SERVICE LEVEL MANAGEMENT**

**1 Managing service levels**

1.1 If the appointed bidder fails to meet any performance levels including specification quality agreed to, the NRF (SAEON) contract manager will meet with the appointed bidder to resolve the issue.

1.2 The appointed bidder promptly corrects the failure and thereafter meets or exceeds the set performance levels.

1.3 The appointed bidder advises NRF (SAEON) as to the extent requested by NRF (SAEON) of the status of remedial efforts being undertaken with respect to such performance level failure.

1.4 The appointed bidder takes preventive measures to prevent the recurrence of the performance level failure.

1.5 Delays are managed in accordance with GCC21 on page 23.

**2 Service levels for this contract**

| <b>Service Level</b>                   | <b>Performance Standard</b>  | <b>Target</b>   |
|--|--|---|
| Delivery of correct items as per order | Recipients evaluate shipment against order within a month of delivery                        | 100% correct  |
| Technical support platforms 1          | Response times to phone, text for urgent matters<br>(Instrument is unable to function)       | 100% response within 24 hours or less, in the hours of business on a business day |
| Technical support platforms 2          | Response time to emails for non-urgent matters<br>(Instrument is able to function partially) | 100% response time within 72 hours  |
| Technical support platforms 3          | On-site technical support on an ad-hoc basis   | Problems resolved or workable plans developed in 14 days                          |

|  |  |  |
|--|--|--|
| Technical support quality              | Support levels reviewed by SAEON technicians   | Problems resolved or workable plans developed in 14 days |
| <b>3 Penalties</b>                     |  |  |
| <b>Service Level</b>                   | <b>Consequences or remedies</b>  |  |
| Delivery of correct items as per order | Supplier corrects mistakes at own cost (shipping incorrect parts back to supplier and correct parts to SAEON) and reimburses SAEON of any loss suffered due to delivery issues, and the application of penalties as per GCC22. |  |
| Technical support platforms 1          | Consideration of default in terms of GCC23 if poor performance continues. Poor service record considered for future tenders  |  |
| Technical support platforms 2          | Consideration of default in terms of GCC23 if poor performance continues. Poor service record considered for future tenders  |  |
| Technical support quality              | Consideration of default in terms of GCC23 if poor performance continues. Poor service record considered for future tenders  |  |

### GENERAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid (Contract Part A and Part B) 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

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

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|       | transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.   |
| 1.25  | “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.   |
| GCC2  | Application   |
| 2.1   | These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.   |
| 2.2   | Where applicable, special conditions of contract are also laid down to cover specific supplies, services, or works.   |
| 2.3   | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.  |
| GCC 3 | General   |
| 3.1   | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.   |
| 3.2   | With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>   |
| 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 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
- 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

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|       | and not in lieu of any other remedies available at law, including monetary damages.  |
| SCC5C | <p>Protection of Personal Information</p> <p>The supplier hereby gives the purchaser permission, in terms of the Protection of Personal 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.</p>                       |
| 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   | <p>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:</p> <p>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</p> <p>7.3.2 cashier's or certified cheque.</p> |
| 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.  |
| SCC7  | An acceptable financial performance bond is required where an upfront deposit is paid by the purchaser over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.  |
| GCC8  | Inspections, tests and analyses  |
| 8.1   | All pre-bidding testing will be for the account of the bidder.   |
| 8.2   | If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.  |
| 8.3   | If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.   |
| 8.4   | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.  |

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| 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.  |
| SCC9  | No special condition applicable.  |
| 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.   |
| 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.   |
| SCC11 | The appointed bidder supplier 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.   |

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| GCC13 | Incidental services   |
| 13.1  | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>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</p> <p>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.</p> |
| 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.  |
| SCC13 | In the event that this document makes provision for such service elsewhere in this document (Contract Part A and B), 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  | <p>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:</p> <p>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</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>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</p> <p>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.</p>  |
| SCC14 | In the event that this document specifies provision of spare parts elsewhere (Contract Part A and B), the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to the purchaser and their unit prices. The supplier shall provide an updated list of spare parts to the purchaser if 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  |

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|       | 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 15 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.   |
| SCC15 | Specified in sections Contract Part A and B elsewhere in this document, including, but limited to the following: If defective goods under warranty are identified, the supplier must replace the identified goods within 14 days of the communication.   |
| 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.   |
| SCC16 | Payment is made 30 days after receipt of invoice or claim by the purchaser from the supplier which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract  |
| GCC17 | Prices   |
| 17.1  | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.   |
| SCC17 | Special conditions are stated in the section Contract Part A on page 7, as the following: "This is a variable cost contract as the nature of addressing the emergency maintenance has to be managed during the contract lifetime. Thus, the contract value will be the total value of all  |

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|       | issued purchase orders under this contract”   |
| GCC18 | Contract amendment  |
| 18.1  | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.   |
| GCC19 | Assignment  |
| 19.1  | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.   |
| GCC20 | Subcontract   |
| 20.1  | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract   |
| GCC21 | Delays in supplier’s performance  |
| 21.1  | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.   |
| 21.2  | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| 21.3  | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.   |
| 21.4  | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.   |
| 21.5  | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.   |
| 21.6  | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and 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.   |

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| GCC23 | Termination for default   |
| 23.1  | <p>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:</p> <p>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;</p> <p>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>              |
| 23.2  | <p>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.</p>   |
| 23.3  | <p>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.</p>   |
| 23.4  | <p>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.</p>   |
| 23.5  | <p>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.</p>   |
| 23.6  | <p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>  |
| 23.7  | <p>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</p> |



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 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. The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.

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.   |
| SCC27 | The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.  |
| 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.   |
| 32.2  | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  |
| 32.3  | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services  |
| GCC33 | National Industrial Participation Programme  |
| 33.1  | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.  |

GCC34 Prohibition of restrictive practices

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

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

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

## EVALUATION CRITERIA FOR THE BID

| Document description                  | Reference to bidder's document | Weight    | Criteria<br>(All criteria are weighted equally to each other)  | Decision Scheme | Bid Section Reference |
|---------------------------------------|--------------------------------|-----------|--|-----------------|-----------------------|
| Signed SBD 4                          |                                | Mandatory | Has the bidder declared any unethical behaviour?<br>The bidder is not prevented from doing business with the state?  | GO/ NO<br>GO    | Pages 37-39           |
| Signed SBD 4                          |                                | Mandatory | Has the bidder signed the SBD 4?   | GO/ NO<br>GO    | Pages 37-39           |
| Signed SBD 6.1                        |                                | Mandatory | Does the bidder's signed preference claim, where applying, support the specific goals?   | GO/ NO<br>GO    | Pages 40 to 44        |
| B-BBEE certificate or sworn affidavit |                                | Optional  | Does the evidence support the preference points being claimed?   | GO/ NO<br>GO    | Pages 40 to 44        |
| Completed SBD 3.2                     |                                | Mandatory | <ul style="list-style-type: none"> <li>• Did the bidder submit a completed SBD 3.2 pricing schedule?</li> <li>• The pricing data placed in a separate folder?</li> </ul> Did the bidder provide price detail as requested to allow a fair evaluation of the total price? | GO/ NO<br>GO    | Pages and 31 to 34    |
| Signed SBD 1                          |                                | Mandatory | Has the bidder signed the SBD 1?<br>Has the bidder completed the SBD 1 and provided their CSD report?  | GO/ NO<br>GO    | Pages 35 to 36        |
| Warranty list                         |                                | Mandatory | Has the bidder provided a warranty list that covers all relevant components?   | GO/ NO<br>GO    | Page 12               |
| OEM agent certificate                 |                                | Mandatory | Has the provided Agency agreement that state the supplier can: <ul style="list-style-type: none"> <li>• Supply components and spares of equipment offered?</li> <li>• Facilitate honouring the OEM</li> </ul>  | GO/ NO<br>GO    | Item 32, Page 11      |

|                  |  |           |  |           |   |
|------------------|--|-----------|--|-----------|---|
|                  |  |           | warranties, where applicable?  |           |   |
| Reference letter |  | Mandatory | Do the reference letters and the clients contacted from the client's schedule demonstrate the bidder has met or exceed requirements? | GO/ NO GO | Item 33, Page 11 Annexure 1 Reference letter format page 45 |

|   |                              |                          |
|---|------------------------------|--------------------------|
| <b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b> | <b>YES - PASS TO PRICING</b> | <b>NO - DISQUALIFIED</b> |
|---|------------------------------|--------------------------|

## CONTRACT 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:</b> SAEON Elwandle Node, 4 Gomery Avenue, Nelson Mandela University Ocean Science Campus, Summerstrand, Gqeberha, 6001  |

**BID PRICE SCHEDULE (SBD 3.2)**

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

| DESCRIPTION   | Unit price | % Unit price that depends on RoE <sup>1</sup> | Base <sup>2</sup> RoE | Number of units and Unit of measure | VAT | TOTAL (INCLUDES VAT of 15%) |
|---|------------|---|-----------------------|-------------------------------------|-----|-----------------------------|
| Item 1:<br>Fuse 2.5 A (834842)                                |            |   |                       | 10 each                             |     |                             |
| Item 2:<br>XY3 sampler (P-U-A128)                             |            |   |                       | 1 each                              |     |                             |
| Item 3:<br>All purpose oil (538+9000-01)                      |            |   |                       | 1 each                              |     |                             |
| Item 4:<br>Control cable to digital colorimeter (169+B060-01) |            |   |                       | 4 each                              |     |                             |
| Item 5:<br>Thermometer (HB 32°-42°C)(157-0283-01)             |            |   |                       | 4 each                              |     |                             |
| Item 6:<br>AA3 coil 5.37mL (169+B442-01)                      |            |   |                       | 4 each                              |     |                             |
| Item 7:<br>Heater assembly (169+B410-01)                      |            |   |                       | 4 each                              |     |                             |
| Item 8:<br>Flow cell (169+B045-10)                            |            |   |                       | 5 each                              |     |                             |

<sup>1</sup> RoE: Rate of Exchange. Bidders must not include local margins, mark-up, local overheads, local labour, local clearing charges, or local transport in this percentage.

<sup>2</sup> This is the Rate of Exchange used for the quoted unit price. For the price competition, a standardised rate will be used.

| DESCRIPTION  | Unit price | % Unit price that depends on RoE <sup>1</sup> | Base <sup>2</sup> RoE | Number of units and Unit of measure | VAT | TOTAL (INCLUDEs VAT of 15%) |
|--|------------|---|-----------------------|-------------------------------------|-----|-----------------------------|
| Item 9:<br>Serial cable for sampler and pc connection<br>(169+B063-02) |            |   |                       | 2 each                              |     |                             |
| Item 10:<br>Standards rack 10 positions (168+5010-10)                  |            |   |                       | 2 each                              |     |                             |
| Item 11:<br>4 Way Valve Maintenance Kit<br>(116+K996-01)               |            |   |                       | 1 each                              |     |                             |
| Item 12:<br>Valve, 4 way<br>(566+0010-01)                              |            |   |                       | 1 each                              |     |                             |
| Item 13:<br>Filter 880nm<br>(165+B044-88)                              |            |   |                       | 1 each                              |     |                             |
| Item 14:<br>Filter 820nm<br>(165+B044-82)                              |            |   |                       | 1 each                              |     |                             |
| Item 15:<br>Filter 550nm (165-B044-55)                                 |            |   |                       | 1 each                              |     |                             |
| Item 16:<br>Filter 630nm<br>(165+B044-63)                              |            |   |                       | 1 each                              |     |                             |
| Item 17:<br>Filter 660nm (165-B044-66)                                 |            |   |                       | 1 each                              |     |                             |
| Item 18:<br>Colorimeter lamp<br>(169+B143-01)                          |            |   |                       | 5 each                              |     |                             |
| Item 19:<br>Cadmium Coil, 6 Turn<br>(165-0301-03)                      |            |   |                       | 5 each                              |     |                             |



| DESCRIPTION   | Unit price | % Unit price that depends on RoE <sup>1</sup> | Base <sup>2</sup> RoE | Number of units and Unit of measure | VAT | TOTAL (INCLUDES VAT of 15%) |
|---|------------|---|-----------------------|-------------------------------------|-----|-----------------------------|
| Item 20:<br>Cadmium Coil, 10 Turn (165-0301-03)                           |            |   |                       | 5 each                              |     |                             |
| Item 21:<br>USB docking station - 9 port (compatible with current system) |            |   |                       | 1 each                              |     |                             |
| Item 22:<br>Inverter (1200VA, 720W, 12V)(compatible with current system)  |            |   |                       | 1 each                              |     |                             |
| Item 23:<br>External 1TB hard drive (compatible with current system)      |            |   |                       | 1 each                              |     |                             |
| Item 24:<br>Complete Tool Kit (5500)                                      |            |   |                       | 1 each                              |     |                             |
| Item 25:<br>Colorimeter control board (166+B710-01)                       |            |   |                       | 1 each                              |     |                             |
| Item 26:<br>Pump Power Switch (624+9001-01)                               |            |   |                       | 2 each                              |     |                             |
| Item 27:<br>Tygon tubing (T16) (116-0536-16)                              |            |   |                       | 6 meters                            |     |                             |
| Item 28:<br>Detector (166+B620-02)  |            |   |                       | 1 each                              |     |                             |

| DESCRIPTION  | Unit price | % Unit price that depends on RoE <sup>1</sup> | Base <sup>2</sup> RoE | Number of units and Unit of measure                  | VAT | TOTAL (INCLUDES VAT of 15%) |
|--|------------|---|-----------------------|--|-----|-----------------------------|
| Item 29:<br>Supply and Delivery Cost to SAEON Elwandle Node, 4 Gomery Avenue, Nelson Mandela University, Summerstrand, Gqeberha. |            |   |                       | Once-off<br>Or<br>Sum of all delivery costs          |     |                             |
| Item 30: Site visit fee at Elwandle Node, 4 Gomery Avenue, Nelson Mandela University, Summerstrand, Gqeberha.                    |            |   |                       | One Site visit by Seal Accredited Service technician |     |                             |
| <b>TOTAL BID PRICE FOR PRICE EVALUATION INCLUSIVE OF VAT</b>   |            |   | <b>R</b>              |  |     |                             |

**NB: the above total price is the bid offer price for the price competition set out in the section THE BIDDER SELECTION PROCEDURE on page 4 to allow a fair price competition. Actual contract price will be calculated from the sum of all purchase orders issued under this contract as operational need requires i.e. quantities will be greater than 1 of the initial purchase orders.**

**CONTRACT PART C – RETURN DOCUMENTS**

**PART A  
INVITATION TO BID**

**SBD 1**

|  |   |               |   |  |           |
|--|---|---------------|---|--|-----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>   |   |               |   |  |           |
| BID NUMBER:  | NRF/SAEON/SMCR/30/2024-25   | CLOSING DATE: | 08 November 2024  | CLOSING TIME:  | 11:00 AM. |
| DESCRIPTION  | Appointment of a service provider for the supply and delivery of electronic hardware for a Seal Auto Analyzer 3 (AA3), as well as technical support for a period of two (2) years to SAEON Elwandle Node. |               |   |  |           |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>   |   |               |   |  |           |
| N/A (Electronic Submission)  |   |               |   |  |           |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |   |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |  |           |
| CONTACT PERSON   |   |               | CONTACT PERSON  |  |           |
| TELEPHONE NUMBER   |   |               | TELEPHONE NUMBER  |  |           |
| FACSIMILE NUMBER   |   |               | FACSIMILE NUMBER  |  |           |
| E-MAIL ADDRESS   |   |               | E-MAIL ADDRESS  |  |           |
| <b>SUPPLIER INFORMATION</b>  |   |               |   |  |           |
| NAME OF BIDDER   |   |               |   |  |           |
| POSTAL ADDRESS   |   |               |   |  |           |
| STREET ADDRESS   |   |               |   |  |           |
| TELEPHONE NUMBER   | CODE  |               | NUMBER  |  |           |
| CELLPHONE NUMBER   |   |               |   |  |           |
| FACSIMILE NUMBER   | CODE  |               | NUMBER  |  |           |
| E-MAIL ADDRESS   |   |               |   |  |           |
| VAT REGISTRATION NUMBER  |   |               |   |  |           |
| SUPPLIER COMPLIANCE STATUS   | TAX COMPLIANCE SYSTEM PIN:  |               | OR  | CENTRAL SUPPLIER DATABASE No:  | MAAA      |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |           |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |   |               |   |  |           |
| 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   |           |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |   |               |   |  |           |

## PART B TERMS AND CONDITIONS FOR BIDDING

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p> |

**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)

DATE: .....

**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>3</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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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:

.....

<sup>3</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.

.....  
2.3 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>4</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 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

<sup>4</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.

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

# STANDARD BIDDING DOCUMENT (SBD 6.1)

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest 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:

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

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

The NRF supports the specific goals set out in the B-BBEE Codes of Good Practise for the various sectors. The NRF sets as the bid's specific goals those that the bidder has in its Code of Good Practise scorecard and accepts the verified measurement of the accredited verifier that the scores achieved for each specific goal is correctly stated in the last verified scorecard.

The NRF, not to penalise bidders on their specific goal achieved scores, utilises the total score of the scorecard as the measurement of achieving the portfolio of specific goals. To aid in administration, the NRF groups the total score in the B-BBEE status level bands and uses these for the allocation preference points.

Bidders must submit a valid BBEE certificate in order to earn points on specific goals. Failure to submit the valid BBEE certificate, the bidder will not be allocated points for specific goals.

| The specific goals allocated points in terms of this tender: Stated in the table above<br>B-BBEE Status Level of Contributor | Number of points allocated (80/20 system) | 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

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

4.5. 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)

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**ANNEXURE 1: REFERENCE LETTER FORMAT**

| <b>REFERENCE LETTER FORMAT FOR BIDDER</b>  |                    |  |  |
|--|--------------------|--|--|
| <b>Referee Legal Name:</b>   |                    |  |  |
| <b>Company:</b>  |                    |  |  |
| <b>Bid Number:</b>   |                    | <b><u>NRF/SAEON SMCR/30 /2024-25</u></b> |  |
| <b>Bid Description:</b> Appointment of a service provider for the supply and delivery of electronic hardware for a Seal Auto Analyzer 3 (AA3), as well as technical support for a period of two (2) years to SAEON Elwandle Node |                    |  |  |
| Describe the service/work the above bidder provided to you below:  |                    |  |  |
|  |                    |  |  |
| Criteria/Risks   | Below requirements | Meets requirements                       | Exceeds requirements                                     |
| <b>Technical Strength</b> – Does the bidder use the latest equipment and methods?  |                    |  |  |
| Satisfied with the project management of the delivery of new equipment?  |                    |  |  |
| Customer centricity  |                    |  |  |
| Disputes resolution  |                    |  |  |
| Satisfaction with quality of goods   |                    |  |  |
| Satisfaction with the work done  |                    |  |  |
| Reliability  |                    |  |  |
| Service delivery scheduling and implementation   |                    |  |  |
| After sales support  |                    |  |  |
| Satisfaction with remote 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>   |                    |  |  |

## **ANNEXURE 2 - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS**

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

**Conditions for electronic submissions:** This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:<sup>5</sup>

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

### **Prescripts**

- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **Two envelope system:** All bidders' documents must be submitted to the email address specified on the NRF bid document and however the password to the password-protected pricing file must be submitted to a separate email stated in the email specified in the bid document.
- The NRF email size limit is 4MB, bidder must ensure that their submission is no bigger than this limit.
  - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
  - The password for pricing file must **not** be submitted before the bid closes.
  - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

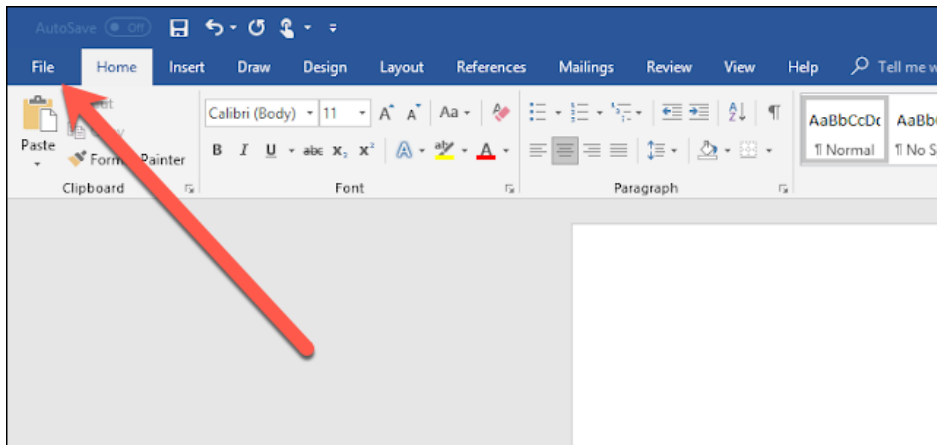
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<sup>5</sup> SANS 10845-1 paragraph 4.7

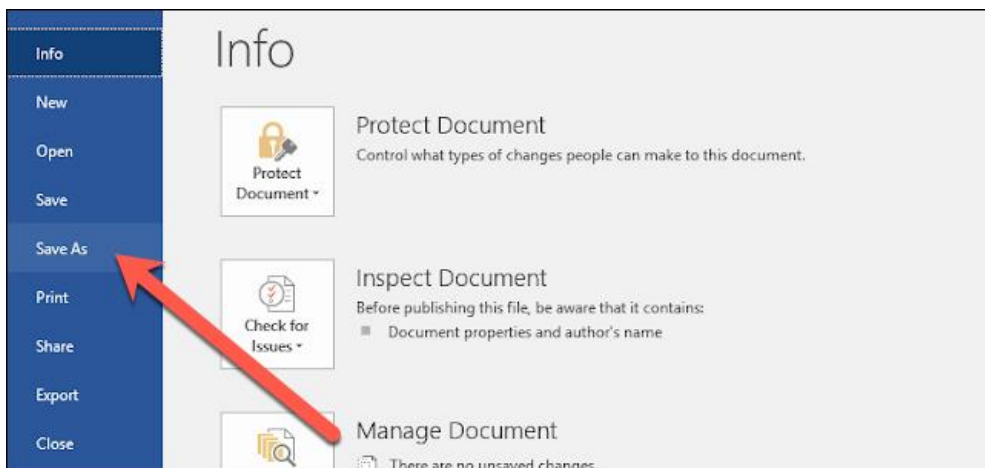
## Guidelines

### Converting to pdf

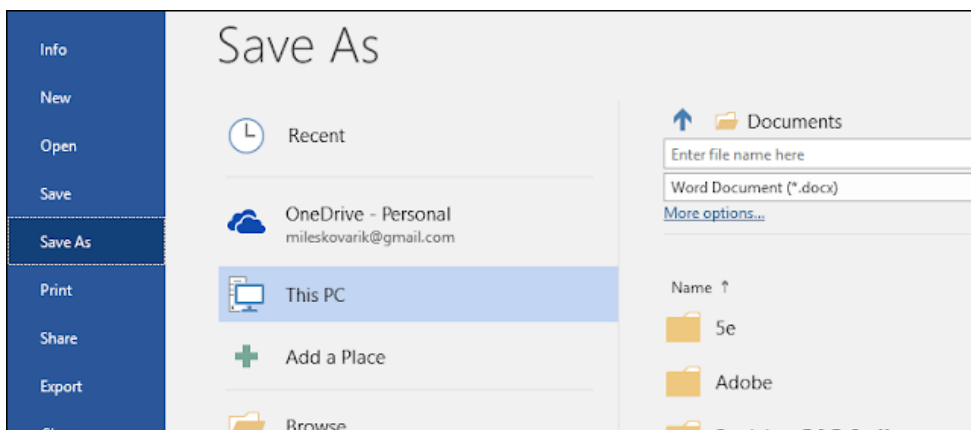
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the “File” tab.



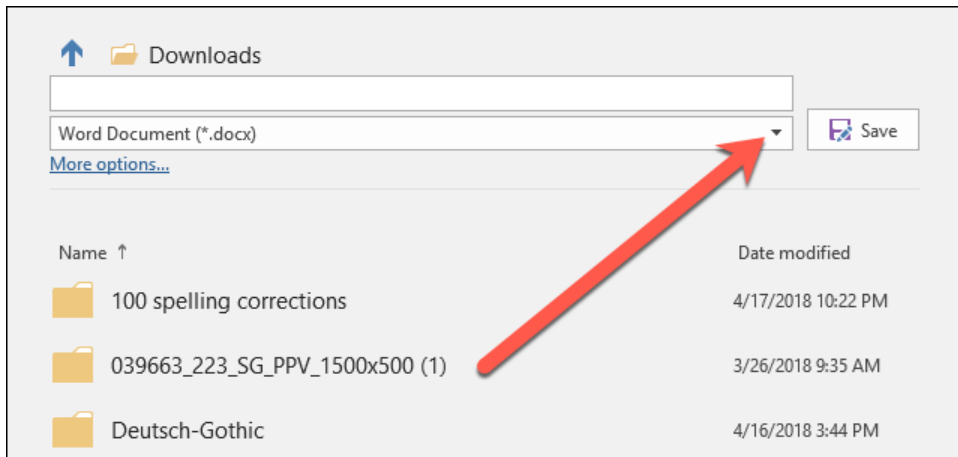
- On the backstage screen, select “Save As” from the list on the left.



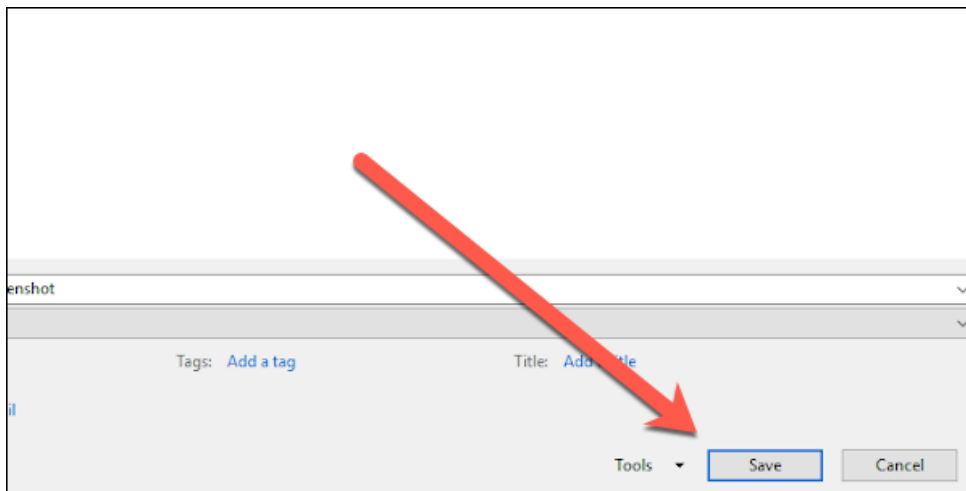
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



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

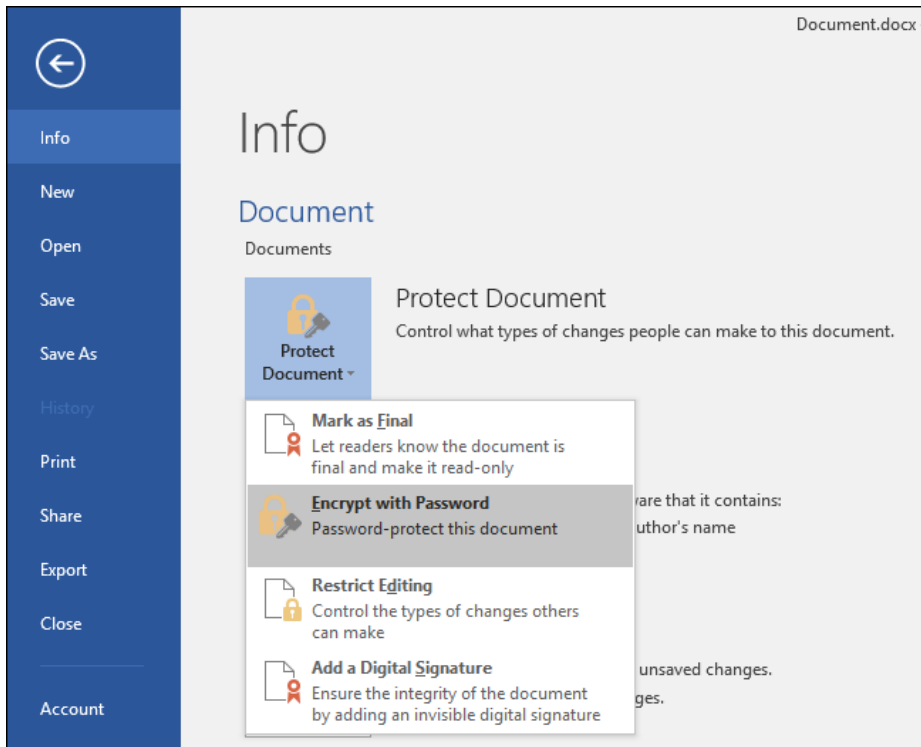


- After saving the PDF, you’ll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

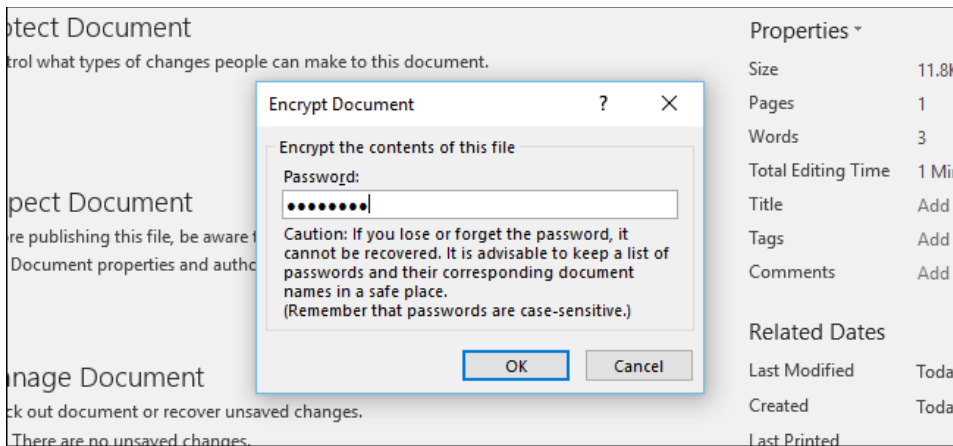
## Password protecting files

- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the “File” menu at the top-left corner of the screen. On the Info pane, click the “Protect Document” button and select “Encrypt with Password.”
- The button is only named “Protect Document” in Microsoft Word, but it’s named something similar in other apps. Look for “Protect Workbook” in Microsoft Excel and “Protect Presentation” in Microsoft PowerPoint. In Microsoft Access, you’ll just see an “Encrypt with Password” button on the Info tab. The steps will otherwise work the same.
- NOTE: If you only want to restrict editing of the document, you can choose “Restrict Editing” here, but as we said, that is not very secure and can easily be bypassed. You’re better off encrypting the entire document, if you can.

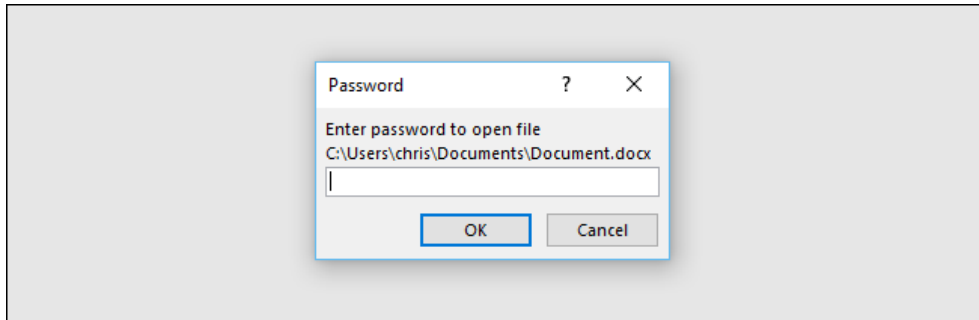




- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe!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



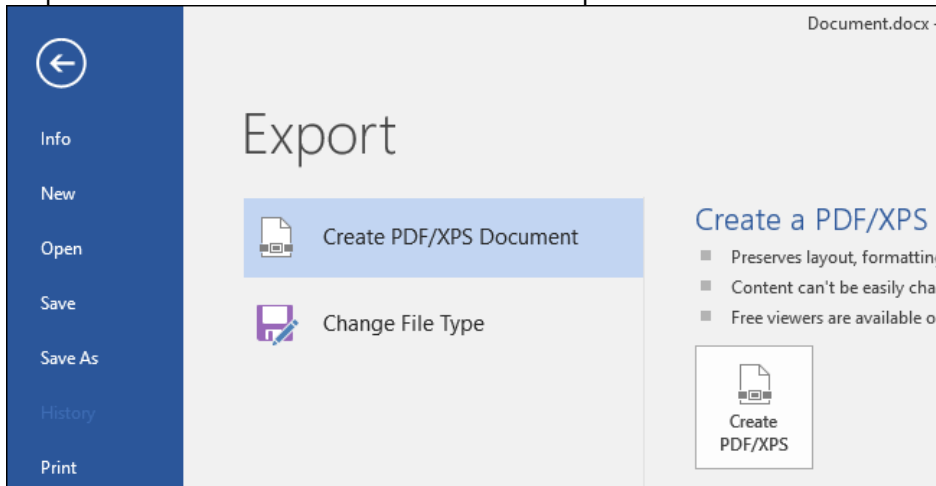
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



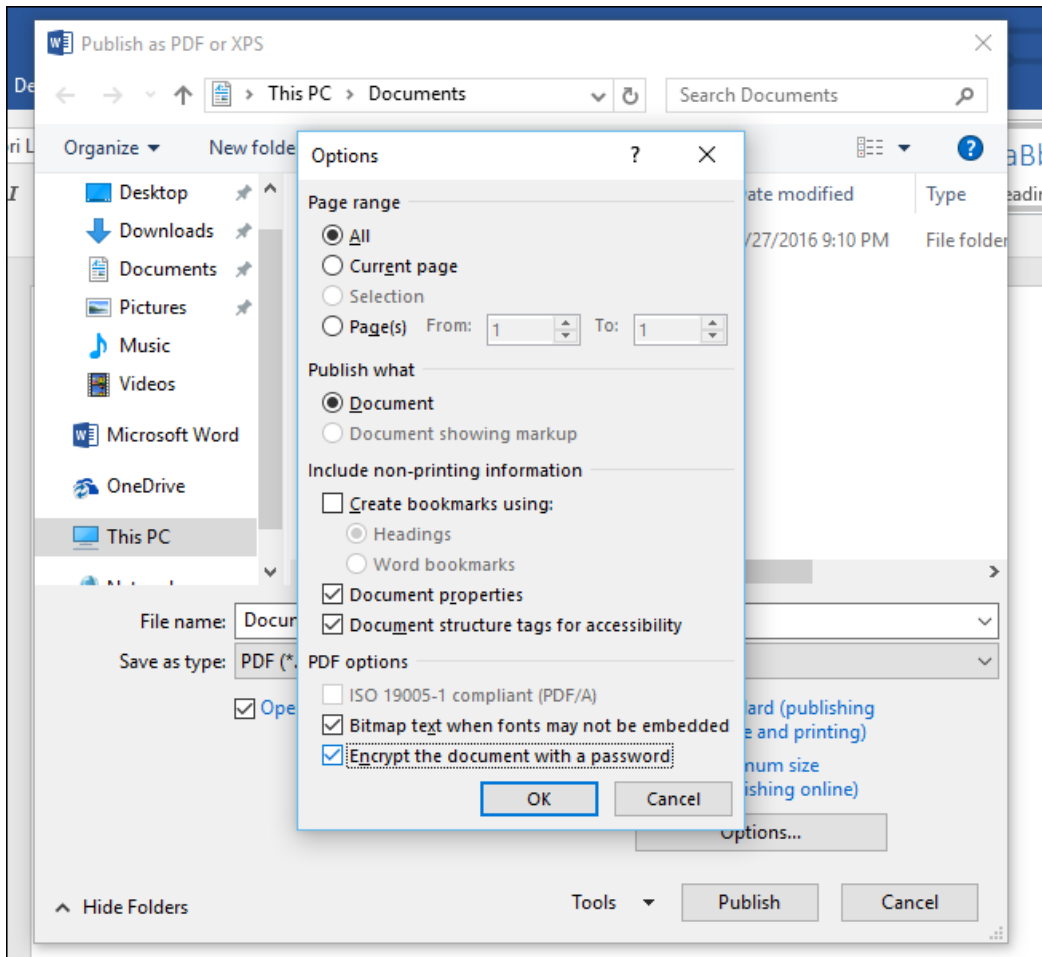
- To remove the password protection from a document, click the “Protect Document” button and select “Encrypt with Password” again. Enter a blank password and click “OK.” Office will remove the password from the document.

### How to Create a Password Protected PDF File

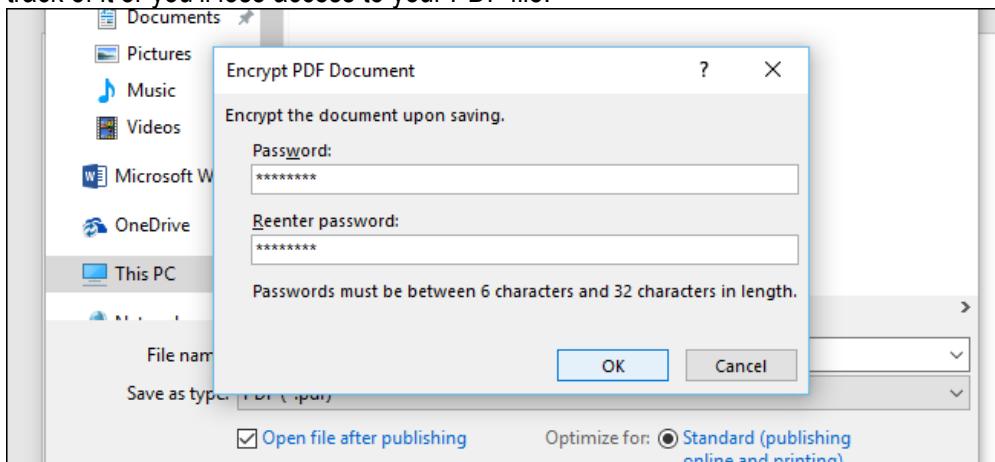
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and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



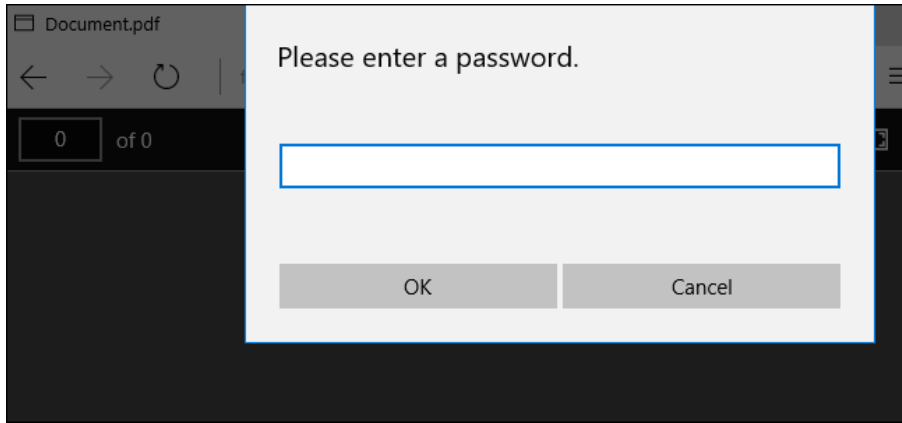
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



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



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



### **Zipping your files.**

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

### **Keeping passwords safe.**

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

**ANNEXURES – ATTACHED AT END OF DOCUMENT**

| <b>Annexure Number</b> | <b>Annexure Title</b>                             |
|------------------------|---|
| Annexure 1             | REFERENCE LETTER                                  |
| Annexure 2             | ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS |
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