National Research Foundation

INVITATION TO BID

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 n

ot fall for it, it is a scam!

BID DESCRIPTION	
APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND SUPPORT OF AN FTIR MICROSCOPE (µFTIR) WITH A FIVE-YEAR MAINTENANCE CONTRACT FOR THE SHALLOW MARINE AND COASTAL RESEARCH INFRASTRUCTURE (SMCRI), GQEBERHA.	
Bidder Name:	
Bid Number:	NRF/SAEON/SMCR/42/2025-26
Compulsory Briefing Session	Yes Date: 21 October 2025 Time: 11:00 AM Link: https://meet.google.com/iqr-kpkn-msa
Validity Period	90 Days
Closing Date **Closing Time:**	Date:31 October 2025 Time: 11:00 AM NO LATE BIDS WILL BE ACCEPTED
Bid documents are available on the following websites	www.saeon.nrf.ac.za ; www.nrf.ac.za ; www.etenders.gov.za
Electronic Bid Submission Email Address	Bid application via the National Treasury e-submission. Please see the below link for instructions of the bid submission process: https://admin.etenders.gov.za//Identity/Account/Login?ReturnUrl=%2F/
Bids Labelling	Split documents into: 1. Technical Proposal 2. Pricing Schedule (only the SBD3.2 form) and quotation
Enquiries are directed in writing to:	
Section	Supply Chain Management
Contact person	Irene Matsimela
Email address	tenders@saeon.nrf.ac.za

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INTRODUCTION

INTRODUCTION TO THE NRF

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

BACKGROUND TO SOUTH AFRICAN ENVIRONMENTAL OBSERVATIONS NETWORK (SAEON)

South African Environmental Observation Network (SAEON) is a long-term environmental observation and research facility of the National Research Foundation (NRF). SAEON's three focus areas are environmental observation, data management and education outreach. The Department of Science and Innovation provides core funding for these activities.

SAEON has a distributed network of seven nodes, two research infrastructures and a national office. The research network covers the major terrestrial and marine ecosystems in South Africa and supports well over 100 researchers and students a year.

BACKGROUND TO THE SHALLOW MARINE AND COASTAL RESEARCH INFRUSTRUCTURE (SMCRI)

The Shallow Marine Coastal Research Infrastructure (SMCRI) is a national research platform that supports long-term monitoring and research in South Africa's coastal and marine environments. It provides equipment, facilities, and expertise to study biodiversity, ecosystem functioning, and the impacts of environmental change, enabling high-quality, standardised data collection across sentinel sites along the coastline.

THE NEED FOR THIS PROCUREMENT WITHIN SAEON AND SMCRI

The micro-FTIR (Fourier Transform Infrared Spectroscopy) instrument also known as a FTIR microscope (µFTIR) will be used to characterise microplastic particles as small as 10 µm using FTIR microscopy and imaging techniques. It will support the Biogeochemistry Laboratory under the Shallow Marine Coastal Research Infrastructure (SMCRI) programme, which processes samples from sentinel (monitoring) sites along the South African coast and other related research projects. This includes analysing anthropogenic impacts, plastic degradation, and types of plastics in sediments, water, and marine organisms, as well as their movement in currents and within Algoa Bay. The micro-FTIR will enable the identification of particles too small for conventional FTIR systems, providing and adding data to long-term ecological research (LTER) and support to external and internal stakeholders.

THE REQUIREMENTS OF THIS BID

PART A – BID REQUIREMENTS

EQUIPMENT INCLUDING MAINTENANCE AND SERVICES REQUIREMENT SPECIFICATIONS

The supplier is expected to supply a single Fourier Transform Infrared microscope (μftir) with its associated accessories/ancillaries at the 4 Gomery Road, Summerstrand, Nelson Mandela University Ocean Sciences Campus, Gqeberha. The service provider must also support and maintain the instrument for a period of five (5) years as part of the contract.

The technical requirements of the supply, maintenance and support of the FTIR microscope (μftir) are listed below and to be completed in conjunction with the mandatory compliance matrix (Annexure B – page 36):

A. Instrument specifications (the brochures should support the below requirements 1 to 8)

1. Practical particle size (without cooling): pixel ≠ particle
   50 um or less
2. Able to read particles 10um or less with or without cooling
3. Excitation Source:
   Standard globar for FTIR and/or Attenuated Total Reflection (ATR) or similar setup
4. Detector(s):
   TE-MCT a thermoelectrically cooled mercury cadmium telluride (MCT) detector or similar setup
5. Automation:
   Motorised XY or XYZ stage
6. Mapping Capabilities:
   Focal plane array (FPA) imaging OR ANY setup which is able to map
7. Libraries Included:
   Recommended polymers, plastics and their additives best for microplastic analysis
8. Spectral Range:
   4000–450 cm^{-1} (or lower) To ensure detection of inorganic fillers, pigments, and key polymer fingerprint peaks.

B. Software

1. Supply instrument with all appropriate and required analysis software and licensing
2. Provide a compatible computer to operate the software and instrument.

C. Hardware

1. Objectives required for analysis must be included with their condensers included
2. Relevant sample holder for microscope
3. Standard preparation kit for particle analysis

D. Installation, Testing and Training

1. Supplier to provide installation, instrument testing and initial training.
2. Annual refresher training during servicing, and electronic support (e.g., email/teamviewer).

E. Maintenance

1. Yearly service: stipulate all required items including all logistics. Supplier expected to have all equipment for the service.

F. Warranty after Installation

1. Minimum time (instrument(s), detector(s) and excitation source(s)):
   1.1 5-years warranty Interferometer – material costs on the replacement of defective parts of the scanning mechanisms
   1.2 5-years warranty laser – material cost in case laser defects
   1.3 5-years warranty infrared source – material cost in case of source defects
   1.4 Twelve months warranty on complete system.
2. List all quoted items, indicating for each whether it is a serviceable consumable (yes/no) or an asset (yes/no), and provide the recommended replacement or servicing frequency. Include warranty details where applicable

BIDDER REQUIREMENTS

1. **PROVIDE DETAILED REQUIREMENTS TO EVALUATE THE BIDDER'S ABILITY TO DELIVER ON THE BID.**
   1.1 Bidders must provide the requisite documents that substantiate their responses to the evaluation criteria on pages 4 to 5 and Annexure B.
2. **ETHICAL REQUIREMENTS**
   2.1 The bidder must confirm that there are no interests with the NRF, has clean business practises, and has determined its bid independently from others as reflected on its submitted BID SIGNATURE (SBD 1), BIDDER'S DISCLOSURE (SBD 4), and PREFERENCE POINTS CLAIMED (SBD 6.1) forms.

CONTRACT PERIOD

Five (5) Years

CONTRACT MANAGEMENT

1 Specify method of delivery and conditions for determining successful delivery after contract (SBD 3.2) is signed

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

3 Contract Communication
   3.1 The NRF communicates in writing including through email.
   3.2 The NRF maintains all contract documentation, and communications and correspondence, etc. for record purposes.
   3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number.

4 Managing service levels

The service performance levels are:

Service Level	Performance Standard	Target	Penalties / Consequences or Remedies
Delivery of instrument	Delivery on or before the stated Estimated Time of Delivery (ETD)	Instrument delivered as per ETD	5% penalty for every two weeks' delay beyond ETD without prior written agreement **(SCC22)**
Delivery of all parts, including specified spares	Delivery on or before the stated ETD	Parts and spares delivered as per ETD	5% penalty for every two weeks' delay beyond ETD without prior written agreement **(SCC22)**
Servicing of	Maintain smooth operation	One service per year	Service provider to complete

instrument	post-service; verification using standard sample of known size and characterization		servicing within the agreed time frame, not exceeding one month from agreed servicing date. **(SCC22)**
Electronic and/or in-person support for ad-hoc issues	Timely response and resolution of reported issues	Respond within 7 working days	Service provider to address the issue at the agreed upon method within 7 working days. Unless agreed upon extension is discussed. **(SCC22)**

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence 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 provided that local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**Application**
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply**.**
GCC 3	**General**
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.
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.

SCC5C Subject to compliance with the data protection laws applicable to it from time to time including the Protection of Personal Information Act No.4 of 2013 (**POPIA**), the supplier hereby grants the purchaser permission, in terms of POPIA t to process, use, or disclose the personal data received in connection to this bid.

GCC6 Patent rights

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

GCC7 Performance security

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

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

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

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

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.

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.

8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	**Packing**
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC	**No special condition applicable, unless specified elsewhere in this document.**
GCC10	**Delivery and Documentation**
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	**Insurance**
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	The supplier is required to have in place an insurance policy equivalent to 3% (three percent) of the contract value or R 2 million (two million) whichever is greater, for public liability, product liability, and professional indemnity.
GCC12	**Transportation**
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	**Incidental services**
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

SCC In the event that this document makes provision for such services elsewhere in this document, it is only valid if confirmed through the issuance of a written purchase order that specifies where applicable, quality, quantity, description, unit price, and delivery date of such services.

GCC14 Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

14.1.2 In the event of termination of production of the spare parts:

14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

SCC

GCC15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that 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 the twelve (12) months after goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

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

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

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

SCC The warranty to and in favour of the goods is limited to the shipment of the goods to final destination and for pre-deployment checks on the goods.

SCC15.6 Replace clause 15.2 with this clause

This warranty shall remain valid for twelve (12) months after goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

GCC16 Payment

16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand (ZAR) unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of the supplier's invoice by the purchaser which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract.
GCC17	**Prices**
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	No additional special conditions other than stated in the price section in this document.
GCC18	**Contract amendment**
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	**Assignment**
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	**Subcontract**
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
GCC21	**Delays in supplier's performance**
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity

in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

GCC22 Penalties

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

SCC22 Replace Clause 22.1 with the following:

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a cumulative five percent (5%) of the delivered price of the delayed goods or unperformed services for every two weeks' delay beyond the Estimated Tine of Delivery. The purchasers may waive this penalty if there is a written agreement of an acceptable revised delivery date, but this will be solely at the discretion of the purchaser. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

GCC23 Termination for default

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

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

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

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

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

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

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

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

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

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

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

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

GCC24 Anti-dumping and countervailing duties and rights

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

GCC25 Force Majeure

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

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

GCC26 Termination for insolvency

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

GCC27 Settlement of disputes

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

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

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

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

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

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

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.

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 forwarded to the supplier concerned by emails and any other notice to him shall be forwarded by email 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.

THE BIDDER SELECTION PROCESS

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

Responsive to submission requirements

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

Meeting technical specifications

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

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

Due Diligence Research

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

Stage 2 – Price competition

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

Stage 3 – Award and Contract Signing

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

Cancellation of the bid prior to award

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

a) Due to changed circumstances there is no need for the specified procurement in the document, or
b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
a) 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.

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION					
Document description	**Reference to bidder's document**	**Weight**	**Criteria (All criteria are weighted equally to each other)**	**Grading Scheme**	**Bid Section Reference**
LEGISLATIVE DOCUMENTS					
Signed SBD 4		Administrative	Bidder's disclosure	GO/NO GO	Page 27
Signed SBD 6.1		Administrative	Is the bidder claiming preference point for the price competition?	GO/NO GO	Page 30
A valid B-BBEE certificate or sworn affidavit		Optional	Did the bidder submit a valid B-BBEE certificate or sworn affidavit?	For Claiming of preference points/specific goals. Non-submission of B-BBEEE certificate will not result in disqualification.	Bidder submission
Signed SBD 1		Administrative	Has the bidder signed the SBD 1?	GO/NO GO	Page 24
Signed SBD 3.2 in the format provided in this document (separate file) and/or a Quotation on company letterhead with all necessary details and break down		Mandatory	Did the bidder submit their pricing schedule or detailed quotation?	GO/NO GO	Pages 23
BIDDER SUPPORT DUE DILIGENCE ELIGIBILITY					
Supplier must provide two (2) client references from work or services completed above the value of R1 million within the past five (5) years. References may be in the form of a letter on the client's company letterhead, using the provided template, or contactable client details if a reference letter cannot be provided.		Mandatory	Did the bidder attach contactable refences or reference letters?	GO/NO GO	Page 35
Provide proof of OEM-certified technician and		Mandatory	Did the bidder provide OEM	GO/NO GO	Bidder submission

that bidder is an authorised OEM (original equipment manufacturer) seller status. Include manufacturer's letter of authorisation.			letter AND is the technician OEM certified?		
Spares available for five (5) years from the date of purchase and confirming the instrument is a current production model and not discontinued?		Mandatory	Did the bidder provide letter from the manufacturer confirming spares are available for five (5) years and the model is current and not discontinued?	GO/NO GO	Bidder submission
Matrix evaluation criteria for the bid, supported by brochures and/or product specification sheets evidencing the offered unit and accessories, indicating compliance with requirements A1–A8; B1–B2; C1-3; D1-2; E1; and F1-2.		Mandatory	Did the bidder complete the compliance matrix and provide manufacturer brochures or specification sheets supporting their claims?	GO/NO GO	Bidder submission and Annexure B

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	**YES** PASS TO PRICING	**NO** DISQUALIFIED

THE BID PREPARATION

Clarification

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

The last date for the submission clarification questions shall be seven (7) working days from the closing date of this tender.

Response preparation costs

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

Counter proposals

No counter proposals are accepted.

Two folder system

SAEON, in the interests of transparent procurement, utilises the two-folder system to minimise any form of price bias in the technical selection phase. 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. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

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

Fronting

The NRF supports the Government's broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties' representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

Disclaimers

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

General definitions

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

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

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

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

"Functionality" means the ability of a bidder to provide goods and\or services in accordance with specifications as set out in these bid documents;

"Proof of B-BBEE status level of contributor" means:

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

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

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

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

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

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.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	**Date of unit pricing:** All unit prices are quoted at the closing date of this bid.
3.	**Price Quotation Basis**: Unit prices are fully inclusive of all applicable taxes including VAT, 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.	**Quantity estimation:** Bidders must quote according to the quantities stipulated in the pricing schedule
5.	**Contract Price:** The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	**Value Added Tax**: Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
7.	**Price Adjustment Rules:** 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.	**Contract Price Management during the contract:** 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.	**Delivery Points are:** 211 Nana Sita Street, Pretoria Central
10	**Application of Preference Points:** In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.

SBD 3.2: PRICING DETAIL	
Pricing Special Conditions	
1	**Pricing Schedule:** Price adjustments will be allowed at the periods and times specified in the bidding documents. In case where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point
1A	**Non-Firm Prices subject to Escalation:** In cases of period contracts, non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices.
1B	**Prices subject to Rate of Exchange Variations**: Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated: (proof from bank required)
1C	**Placement of written purchase orders:** The NRF manages the execution of the contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the fixed unit price - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.

SBD 3.2: PRICING DETAIL	
2	Price quoted is South African Rands in terms of General Conditions of contract clause 16.4
3	Price Quotation Basis Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. Price Delivery Point: In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.
4	Detail Pricing Support: Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD 3
5	Application of Preference Points: Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

BID PRICE SCHEDULE (SBD 3.2)

Submit pricing in separate folder (stand-alone)

DESCRIPTION	# OF UNITS	UNIT RATE	AMOUNT
Once-off Costs			
Year 1			
Micro-FTIR Spectrometer unit	1	Once-off	
Accessories (All items required to run instrument) Include a separate attachment clearly listing all accessories, and ancillary requirements covered in the quotation to operate the uFTIR. • Motorised XY or XYZ stage • Joy stick to control stage • Detector(s) • Excitation source • Objectives • Libraries – polymers, plastics and/or additives • All software(s) and appropriate licensing • Computer to run software(s) • Standard preparation kit for particle analysis	1	Once-off	
Training, test(s) and installation	1	Once-off	
Service and Maintenance Costs Year 2 to 5			
Year 2 (service 1 of 4)			
Total cost of service (please include the cost of the required service kit as well as travel cost for a technician)	1	EACH	
Year 3 (service 2 of 4)			
Total cost of service (please include the cost of the required service kit as well as travel cost for a technician)	1	EACH	
Year 4 (service 3 of 4)			
Total cost of service (please include the cost of the required service kit as well as travel cost for a technician)	1	EACH	
Year 5 (service 4 of 4)			
Total cost of service (please include the cost of the required service kit as well as travel cost for a technician)	1	EACH	
PRICE EXCLUDING VAT			**R**
VAT @ 15.0%			**R**
TOTAL BID PRICE INCLUSIVE OF VAT			**R**

PART C - RETURNS

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	NRF/SAEON/SMCR/42/2025-26	CLOSING DATE:	31 October 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR MICRO FTIR WITH ANCILLARIES WITH SUPPORT ANDMAINTENANCE CONTRACT OF 5 YEARS AS PART OF THE SHALLOW MARINE AND COASTAL RESEARCH INFRASTRUCTURE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
N/A (Electronic submission)					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
CONTACT PERSON	Irene Matsimela				
TELEPHONE NUMBER	012 534 3518				
FACSIMILE NUMBER					
E-MAIL ADDRESS	tenders@saeon.nrf.ac.za				
SUPPLIER INFORMATION					
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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?***	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2. **All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.**
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.
1.4. **The successful bidder will be required to fill in and sign a written contract form (sbd7.2)**
2. TAX COMPLIANCE REQUIREMENTS
2.1 Bidders must ensure compliance with their tax obligations.
2.2 Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to verify the taxpayer's profile and tax status.
2.3 Application for tax compliance status (tcs) pin may be made via e-filing through the sars website www.sars.gov.za.
2.4 Bidders may also submit a printed tcs certificate together with the bid.
2.5 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate tcs certificate / pin / csd number.
2.6 Where no tcs pin is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.
2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state."

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: ……

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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

[1] 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.

the procuring institution **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

[2] 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.

Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

1. GENERAL CONDITIONS

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

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

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

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

$$Ps = 80\left(1 - \frac{Pt-P}{P}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

$$Ps = 80\left(1 + \frac{Pt-P}{P}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

PREFERENCE POINTS CLAIMED (SBD 6.1)

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) and explain the relationship between the B-BBEE level and specific goals.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. 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

PREFERENCE POINTS CLAIMED (SBD 6.1)

- (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: ……

……

……

……

BID SIGNATURE (SBD 1)

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

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

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

a) Contract Part A
b) Contract Part B – Price Schedule
c) Contract Part C including annexures in support of the bid

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	

ANNEXURES

A. SUGGESTED REFERENCE LETTER FORMAT FOR BIDDER

Supplier must provide two (2) client references from work or services completed within the past five (5) years. References may be in the form of a letter on the client's company letterhead, using the provided template, or contactable client details if a reference letter cannot be provided.	
Company:	
Bid Number:	NRF/SAEON/SMCR/42/2025-26
Bid Description: THE APPOINTMENT OF A SERVICE PROVIDER FOR MICRO FTIR WITH ANCILLARIES WITH SUPPORT AND MAINTENANCE CONTRACT OF 5 YEARS AS PART OF THE SHALLOW MARINE AND COASTAL RESEARCH INFRASTRUCTURE	
Describe the service/work the above bidder provided to you below	

Criteria/Risks	**Below requirements**	**Meets requirements**	**Exceeds requirements**
Does the service provider have experience in supplying micro-FTIR or related analytical instruments?			
Is the service provider knowledgeable of the equipment and capable of providing training?			
Is the service provider reliable?			
Does the service provider provide adequate support when troubleshooting instrument issues?			
Overall Impression			
Other comments			
Would you use the provider again?			❑ YES ❑ NO

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

Two (2) contactable references from work or services completed within the past five (5) years.

Company Name	Contact Person	Email Address	Contact Number

B. COMPLIANCE MATRIX EVALUATION

The matrix evaluation must be completed and submitted by the bidder as a compulsory returnable document. The bidder must indicate where proof of each specification can be found in their brochures, manuals, or product specification sheets (e.g., 'Specification A1 – page 9 of product brochure'). Example below:

*1. **Practical particle size** (without cooling): pixel ≠ particle 50 um or less*	*Mandatory*	*YES*	*Page 9 on specification sheet*

MATRIX EVALUATION CRITERIA

Description of requirement	Weight	Compliant (Y/N)	Reference to bidder's document
A. Instrument specifications (the specification sheet(s) should support the below requirements)			
2. Practical particle size (without cooling**)**: pixel ≠ particle 50 um or less	Mandatory		
3. Able to read particles 10um or less with or without cooling	Mandatory		
4. Excitation Source: Standard globar for FTIR and/or Attenuated Total Reflection (ATR) or similar setup	Mandatory		
5. Detector(s): TE-MCT a thermoelectrically cooled mercury cadmium telluride (MCT) detector or similar setup	Mandatory		
6. Automation: motorised XY or XYZ stage	Mandatory		
7. Mapping Capabilities: Focal plane array (FPA) imaging OR ANY setup which is able to map	Mandatory		
8. Libraries Included: Recommended polymers, plastics and their additives best for microplastic analysis	Mandatory		
9. Spectral Range: 4000–450 cm^{-1} (or lower) To ensure detection of inorganic fillers, pigments, and key polymer fingerprint peaks.	Mandatory		

Description of requirement	Weight	Compliant (Y/N)	Reference to bidder's document
B. Software			
1. Supply instrument with all appropriate and required analysis software and licensing	Mandatory		
2. Provide a compatible computer to operate the software and instrument.	Mandatory		
C. Hardware			
1. Objectives required for analysis must be included with their condensers included	Mandatory		
2. Relevant sample holder for microscope	Mandatory		
3. Standard preparation kit for particle analysis	Mandatory		
D. Installation, Testing and Training			
1. Supplier to provide installation, instrument testing and initial training.	Mandatory		
2. Annual refresher training during servicing, and electronic support (e.g., email/teamviewer).	Mandatory		
E. Maintenance			
1. Yearly service: stipulate all required items including all logistics. Supplier expected to have all equipment for the service.	Mandatory		
F. Warranty and Insatllation			
1. Minimum time (instrument(s), detector(s) and excitation source(s)):			
1.1. 5-years warranty Interferometer – material costs on the replacement of defective parts of the scanning mechanisms			
1.2. 5-years warranty laser – material cost in case laser defects			

Description of requirement	Weight	Compliant (Y/N)	Reference to bidder's document
1.3. 5-years warranty infrared source – material cost in case of source defects			
1.4. Twelve months warranty on complete system.			
2. List all quoted items, indicating for each whether it is a serviceable consumable (yes/no) or an asset (yes/no), and provide the recommended replacement or servicing frequency. Include warranty details where applicable.			

C. E-TENDER SUBMISSION

Bid application via the National Treasury e-submission. Below is link and instructions for the application process: https://admin.etenders.gov.za//Identity/Account/Login?ReturnUrl=%2F/

To respond to a tender, you need to follow the below steps:

- Go to the national treasury e-tender website.
- Select tender number in search by, Enter the tender number,
- The tender will appear and click on it,
- you look for tender with the Tick sign ✔
- for e-submissions, you click the plus + sign to expand,
- you scroll down and click start e- submission.
- Log in with your CSD log in details, you can then proceed from there