INVITATION TO BID

BID DESCRIPTION		
Supply and Delivery of Lead Shield Material to SAAO – Cape Town for a Period of Three (3) Years (36 months)		
Bidder Name:		
Number:	NRF SAAO / 17 /2025-26	
Closing Date **Closing Time:**	15 December 2025 11:00 AM	
Non Compulsory Briefing Session	2 December 2025 @ 11:00 am https://saastrnomical.zoom.us/j/93256719365?pwd=mTbaozTB8bcPEtyaLE3oCavpLjpba8.1 Meeting ID: 932 5671 9365 Passcode: 933377	
Bid Submission- online	tenders@saao.ac.za Two envelope system The NRF, in the interests of transparent procurement, utilises the "two-envelope" system to minimise any form of price bias in the technical selection phase, whereby the SBD 3.1 price schedule and detailed supporting pricing documentation is separated from the rest of the bid submission.	
Enquiries are directed in writing to:		
Section	Supply Chain Management	
Contact person	Supply Chain Management	
Email address	tenders@saao.ac.za	

"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."

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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.

The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding of higher education, funding of research, advancing science within the public and scholar environments through science outreach programs, providing shared research platforms in which to conduct research in all fields of science and technology, including natural science, engineering, social science, and humanities.

Please visit the NRF website (https://www.nrf.ac.za) for more information.

BACKGROUND TO SAAO

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation. It is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility and by promoting astronomy and astrophysics in Southern Africa. The SAAO is comprised of headquarters in the suburb of Observatory in Cape Town, and a dedicated research and observation station with several working telescopes (including SALT) outside the Karoo town of Sutherland in the Northern Cape.

Further information about SAAO can be found on www.saao.ac.za.

THE NEED FOR THIS PROCUREMENT WITHIN SAAO

The South African Astronomical Observatory (SAAO) is seeking a reliable supplier for the provision of lead Shield material on an ad hoc basis, as and when required. These materials are vital to support the ongoing operations at the SAAO, specifically in relation to the workshop's high-precision machining tasks.The SAAO workshop engages in the fabrication and assembly of sophisticated astronomical equipment, which requires precise and specialized materials. Lead pots are integral to some of these operations, particularly in tasks such as casting, weighing, and heat shielding during the fabrication of components for telescopes and other sensitive instruments. The SAAO supports numerous research initiatives that rely on highly accurate machining and material handling, which in turn demands the use of high-quality, specialized materials such as lead pots. Potential suppliers should be able to meet these requirements and offer competitive pricing, with the ability to quickly respond to ad hoc requests and ensure reliable delivery of high-quality materials.

THE OBJECTIVE OF THIS BID

The aim of this bid is to appoint a supplier for the supply and delivery of lead Shield material to the SAAO in Cape Town over a three-year period. The selected supplier will provide high-quality lead pots material on an ad-hoc basis as required by the SAAO, ensuring reliability, consistency, and compliance with technical and quality standards for use in the fabrication of astronomical instruments. The contract will involve timely delivery, flexible response to urgent needs, and support for safety and regulatory standards. This is a long-term partnership focused on meeting the SAAO's high-precision material needs for ongoing research and instrumentation.

PART A – BID REQUIREMENTS

EQUIPMENT AND SERVICES REQUIREMENT SPECIFICATIONS

Bidders must provide the requisite documents that substantiate their responses to these specifications. See Bid Preparation Requirements.

Material Specifications:

Material: Lead

Shape: Half moon

Purity: 99.9%.

See Annexure A for dimensions

Length: 160mm

Width: 80mm

Height: 200mm

See drawings as attached marked annexure A

The Supplier must deliver within the lead time of 5-7 working days once the order has been placed

DUE DILIGENCE

The following section describes requirements that the bidder shall satisfy.

All prospective bidders must undergo a due diligence process to verify their capability, compliance, and capacity to meet the tender requirements. The following will be considered as part of the due diligence assessment:

1. **Company profile**

Bidders are required to submit a detailed company profile that includes, at a minimum, the following key information:

- **Company Overview**
  A brief history of the company, including its founding year, major achievements, and growth trajectory. Highlight any unique aspects that in the industry.
- **Mission and Vision Statement**
  A clear articulation of the company's mission and long-term vision, outlining the goals, core values, and overall business strategy.
- **Services/Products Offered**
  A detailed description of the services or products offered by the company, with a focus on those most relevant to this project or contract with the value of the projects.
- **Key Personnel**
  A list of the key individuals within the company, including their titles, qualifications, and professional experience. Emphasize any experience relevant to the scope of this project, technical expertise, or leadership in similar projects.
- **Major Clients and Projects**
  A list of your company's major clients, as well as a description of key projects you've successfully completed with the value of each project.

- **Quality Assurance and Risk Management Practices**
  An outline of the company's quality assurance processes and risk management strategies. This should demonstrate how your company ensures high standards of service delivery and mitigates potential risks.

2. Business Location Confirmation

- The bidder must provide proof of address for actual physical office not their residential building, subject to site verification by the SAAO.
- Accepted Proof of Address Documents:
  - Municipal Rates Bill
    A rates bill (electricity, water). issued by the municipality in the company's name that shows the office address
    The bill must be dated within the last 3 months and clearly show the office address.
  - Lease Agreement
    A signed valid lease agreement that includes the company's official address and confirms the premises are rented.
    The lease must be up-to-date and signed by both parties.

3. Experience and Capability

- Bidders must provide a minimum of three (3) written and contactable references/client from the past three (3) years for the supply and delivery of Lead Shield Material. Each reference must be dated, signed, and indicate the project value.

4. Proof of where the material is sourced

- Bidders must submit verified proof of the source from which the material will be sourced, along with documentation confirming that the lead purity level is a minimum of 99.9%. This should include a datasheet and material certificate from the manufacturer.

5. Legal and Statutory Compliance

- Bidders must submit valid proof of registration with the Compensation for Occupational Injuries and Diseases Act (COIDA).

6. Lead Time Adherence

- Bidders must confirm their ability to deliver materials on an "as and when required" basis and demonstrate adequate logistical capability and resource availability.

7. Ethical requirements

- The bidder shall confirm that there are no interests with the NRF, that it has clean business practices, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4 forms.
- No bids will be accepted from bidders appearing on National Treasury's Restricted Suppliers list or Tender Defaulters list.

8. Beneficial Ownership Requirements

- The bidder must submit a signed SBD 1 form, supported by a detailed report. The bidder must also be registered on the Central Supplier Database (CSD), demonstrating its ownership, company structure, list of directors, and tax compliance status.

CONTRACT PERIOD

Three (3) years (36 months)

CONTRACT MANAGEMENT

1 Bid Documents for Contract Signing

1.1 The supplier and the NRF agree to electronic signatures and/or physical signatures.

1.2 On signing of this contract, both parties will receive an un-editable electronic copy of the signed version.

2 Communication Channels

2.1 On signing of this contract, SAAO and the supplier shall provide a point of contact and communication channels for technical arrangements, and a responsible person for initial delivery acceptance.

2.2 On signing of this contract, SAAO and the supplier shall provide a point of contact and communication channels for administrative and financial arrangements.

3 Implementation Planning and Project Management

3.1 The appointed bidder will arrange an initial meeting to determine and delivery execution with the assigned SAAO project team in terms of the specified delivery management in this document. Both parties agree on the procedure to finalise delivery date of each purchase order under this contract before issuing the delivery purchase order

3.2 SAAO shall issue purchase orders in accordance with the delivery timetable as a project control tool.

4 Future Procurement

4.1 SAAO shall periodically, as and when required, request the supplier to deliver goods and services as specified in this contract.

4.2 SAAO shall request these by means of a purchase order, stating the nature of the goods and services.

4.3 SAAO may request confirmation of pricing prior to placing an order. SAAO reserves the right to obtain three price quotes from the market to verify the submitted pricing is within such identified market price ranges.

4.4 SAAO does not commit to procuring the defined goods and services from the supplier only, where these goods and services are commonly available on the open market, and not subject to proprietary restrictions.

5 Lead Time

5.1 The delivery lead time will be agreed upon at the time of issuing the purchase order. The appointed supplier must deliver within the agreed timeframe.

6 Managing Service Levels

6.1 The NRF aims to define reasonable service level expectations during execution of this contract. In the case of the supplier failing to meet the service levels defined below, the NRF reserves the right to impose the penalties or exercise the measures as described.

6.2 Notwithstanding any other penalties declared, and any remedial action attempted, the NRF reserves the right to terminate this contract as per GCC23 if it determines that the supplier is not able to meet any, or a combination of, the performance criteria set in Table 1 below.

6.3 Where non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff, the appointed bidder is not held liable for that performance failure.

6.4 If the appointed bidder fails to meet any performance level:

6.4.1 The appointed bidder shall investigate and report on the root causes of the performance level failure.

6.4.2 Promptly correct the failure and begin meeting the set performance levels.

6.4.3 Advise the NRF, to the extent requested by the NRF, of the status of remedial efforts being undertaken with respect to such performance level failure; and

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

6.5 Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect to the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

6.6 The service performance levels are:

Table 1: Service Performance Levels

Performance being measured	Measurement	Penalty trigger level	Penalty
Late delivery of material	Time elapsed between appointed bidder receiving purchase order and goods being delivered.	Delivery delay exceeding five (5) working days beyond declared delivery date at time of order placement, in accordance with the supplier's project plan, unless motivated by the supplier and agreed to in writing by both parties	Penalty will be applied as per GCC clause - 22.1
Initial delivery: Material does not meet specification	Based on the specification provided by SAAO	Failure to meet the required specification	Penalty will be applied as per GCC clause - 22.1

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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 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 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 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 that 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 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	Invitations to bid are published exclusively on the eTender Portal and can be accessed electronically at https://www.etenders.gov.za .
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.
SCC5A	Copyright and Intellectual Property
	Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other 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 contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF 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 NRF unless were agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums 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 contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective

	contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted party irrevocably appoints the NRF 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 NRF, in its discretion, requires in order to give effect to the terms of this clause.
SCC5B	Confidentiality
	The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not: • Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. • Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or • Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to • Disclose the confidential information to any third party, or • Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, • The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: • Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF. • Has now or hereafter come into the public domain other than by breach of this contract by the recipient; • 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 NRF, or • Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure. The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: • All written disclosures received from the NRF. • All written transcripts of confidential information disclosed verbally by the NRF; and • All material embodiments of the contract intellectual property. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF.

	The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser: or 7.3.2 cashier's or cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million 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.
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 appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	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 the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods. 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods. 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods. 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere, the term “may” 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 NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
SCC	Payment is made 30 days after receipt of goods and invoice or claim by the purchaser to the NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note or Certificate of Acceptance, as applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract. The NRF does not make payment on outstanding goods or services. The NRF does not make Pre-payments
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.
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 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.
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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.

THE BID PREPARATION

Clarification

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

Response preparation costs (GCC3)

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

Counter proposals

No counter proposals are accepted.

Two envelope system

The NRF, in the interests of transparent procurement, utilises the "two-envelope" system to minimise any form of price bias in the technical selection phase, whereby the SBD3 price schedule and detailed supporting pricing documentation is separated from the rest of the bid submission.

For this electronic submissions, bidders are required to save their submissions in, at minimum, the following separate files or zipped folders, clearly named:

- [Bidder Name] – Part 1A – Bid forms and compliance response
- [Bidder Name] – Part 1B – Technical response
- [Bidder Name] – Part 2 – Price Schedule

Supporting Documentation

Supporting documents and additional information shall be included as Appendices which are appropriately named, with a Table of Contents for easy reference. The Appendix number, name, or other reference to the bidders document shall be included in the Evaluation Criteria table (Column 2) on Page 21 **Any supporting or additional pricing documentation shall be included with the price schedule, so as not to be visible during technical evaluation.**

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 party's 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, 2003 (Act No. 53 of 2003);

"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.

"Contract" means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7.1) which has been signed by the awarded bidder and the National Research Foundations.

"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 interchangeably with its business unit managing the contract, being the South African Astronomical Observatory (SAAO).

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

Bid that meets all the submission requirements in the bid document especially the minimum technical specifications set out in this document is a responsive bid that proceeds to the next stage. The NRF's evaluation committee will disqualify non-responsive submissions.

Meeting technical specifications

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

Due Diligence Research

The SAAO will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and will conduct interviews with bidders to clarify their bid submission to the evaluation committee.

Stage 2 – Price competition

The NRF's evaluation committee assess compliant bidders from the technical evaluation stage. 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. The NRF's evaluation committee adds to the price score any preference points 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 were

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

EVALUATION CRITERIA FOR THE BID

Bidders are referred to The Bidder Selection Process description on Page 200 for an explanation of how the NRF will use these tables in the evaluation of bidders' responses.

Bidders are to ensure they include a reference in Column 2 to where the evaluation committee can find the document or information pertaining to the evaluation requirement in the bidder's submission.

	RESPONSIVE BID EVALUATION					
Document description	**Reference to bidder's document**	**Mandatory/ Optional**	**Acceptance Criteria** (All criteria are weighted equally to each other)	**Grading Scheme**	**Bid Section Reference**	**SCM Verification**
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	Yes/No	Page 29	
			Does the SBD1 provide all ownership data in align with the CSD?	Yes/No	Page 29	
Signed SBD 3.1		Mandatory	Pricing information is saved as a separate file, clearly named as per Bid Preparation Requirements on Page 25	Yes/No	Page 27-28	
Signed SBD 4		Mandatory	Do the bidder and its directors have any vested interest in government?	Yes/No	Page 32-34	
			Is the bidder under any restriction?	Yes/No	Page 32-34	
			Has the bidder signed the SBD4 agreeing to the ethical behaviour especially collusive pricing and price fixing	Yes/No	Page 32-34	
Signed SBD 6.1		Mandatory	Is the bidder claiming preference points for the price competition?	Yes/No	Page 35- 38	

	RESPONSIVE BID EVALUATION					
Document description	**Reference to bidder's document**	**Mandatory/ Optional**	**Acceptance Criteria** (All criteria are weighted equally to each other)	**Grading Scheme**	**Bid Section Reference**	**SCM Verification**
B-BBEE certificate or Sworn affidavit		Optional	Has the bidder met the minimum B-BBEE Level for the preference points claimed on the SBD 6.1 form?	Yes/No	Page 35- 38	

	TECHNICAL BID EVALUATION – ELIGIBILITY					
Document description	**Reference to bidder's document**	**Mandatory/ Optional**	**Acceptance Criteria** (All criteria are weighted equally to each other)	**Grading Scheme**	**Bid Section Reference**	**BEC Verification**
Company profile- for more details on page 4-5 o Company Overview o Mission and Vision Statement o Services/Products Offered o Key Personnel o Major Clients and Projects o Quality Assurance and Risk Management Practices		Mandatory	Proof showing overview of the company, including history, mission, services/products, key personnel, and major clients/projects	Go / No-go	Page 4-5	
Bidders must provide a minimum of three (3) client references from the past three (3) years for Supply and Delivery of Lead Shield Material. Each reference must be dated, signed, and indicate the project value.		Mandatory	Proof showing the bidder has a good relation with its customers and are reliable service provider Proof showing its proven capacity to deliver the material	Go / No-go	Page 4-5	
Bidders must submit verified proof of the source from which the material will be sourced, along with documentation confirming that the lead purity level is a minimum of 99.9%. This should include a datasheet and material certificate from the manufacturer.		Mandatory	Proof to show Lead Purity to a minimum of 99.9%	Go / No-go	Page 4-5	

	TECHNICAL BID EVALUATION – ELIGIBILITY					
Document description	**Reference to bidder's document**	**Mandatory/ Optional**	**Acceptance Criteria** (All criteria are weighted equally to each other)	**Grading Scheme**	**Bid Section Reference**	**BEC Verification**
The bidder must provide proof of address for actual physical office not their residential building, subject to site verification by the SAAO. • Accepted Proof of Address Documents: - Municipal Rates Bill A rates bill (electricity, water). issued by the municipality in the company's name that shows the office address The bill must be dated within the last 3 months and clearly show the office address. - Lease Agreement A signed valid lease agreement that includes the company's official address and confirms the premises are rented. The lease must be up-to-date and signed by both parties.		Mandatory	a Valid lease agreement or, municipal utility bill not older than 3 months	Go / No-go	Page 4-5	
Bidders must submit valid proof of registration with the Compensation for Occupational Injuries and Diseases Act (COIDA).		Mandatory	valid proof of registration with the Compensation for Occupational Injuries and Diseases Act	Go / No-go	Page 4-5	

	TECHNICAL BID EVALUATION – ELIGIBILITY						
Document description	**Reference to bidder's document**	**Mandatory/ Optional**	**Acceptance Criteria** (All criteria are weighted equally to each other)	**Grading Scheme**	**Bid Section Reference**	**BEC Verification**

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

Signed SBD 3.1		Mandatory	Pricing information provided support the financial offer being made	Yes/No	Page 26-28	

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

1	Quantities in the price schedule are for determine price to allow for a fair price competition. Actual Quantities are as per clause 8 below
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 and duties, including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point as may be required in this document, and stated in South African Rand (ZAR) currency. Where imported goods/services are to be used, the exchange rate (ROE) used to arrive at the ZAR price shall be declared, if a firm local currency price is not quoted. Bidders must clearly indicate which, if any, portions of the bid price are subject to rate of exchange (ROE) variation, failing which the ZAR price shall be taken as firm and fixed.
4	**Addenda**: Bidders submit detailed pricing breakdowns and item price lists where applicable to support its summary pricing declared in the below schedule, or as required elsewhere in this document. All addenda containing pricing information shall be bundled with this pricing schedule for bid submission purposes.
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 in Value Added Tax rate as gazetted.
7	**Price Adjustment Rules:** 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 except for any price adjustments as outlined in the following price conditions. TABLE . The rate variation is the difference between the exchange rate at the time of pricing and the exchange rate ruling at the date of contract signature. Exchange rates are obtained from ABSA or from the www.xe.com website. SAAO will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation. The Purchase Order value at the time of order placement will be fixed in ZAR. SAAO will not consider any other unit price variations for the initial delivery of goods and services.
8	**Contract Price Management during the contract:** Where appropriate, SAAO 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 this contract. No invoices will be accepted without a purchase order having been issued.
9	**Delivery point for all goods and services:** SAAO Workshop 2 Observatory Road, Observatory, Cape Town, 7925

BID PRICE SCHEDULE – FIRM PRICING (SBD 3.1)

Save pricing documents in a separate file, clearly named as per Bid Preparation Requirements on Page 18-19

TABLE 1: PRICING YEAR 1

The quantity to be quoted shall be one (1); however, purchase orders will be issued "on an ad hoc basis , as and when required", depending on project needs.
The duration of the contract is three (3) years or until the contract value has been reached, whichever comes first.

No	QTY	DESCRIPTION	UOM	UNIT PRICE (Excluding VAT of 15%)	TOTAL IN ZAR (Excluding VAT of 15%)
INITIAL PROCUREMENT – mandatory					
1	1	Lead Shield material Material: Lead Shape: Half Moon, as per drawings **See dimensions as per the drawings** Length: 160mm Width: 80mm Height: 200mm	Per set		
2	1	Delivery cost	EA		
TABLE YEAR ONE (1) BID PRICE EXCLUDING 15% VAT				Subtotal 1: R	

TABLE 2: PRICING YEAR 2

The quantity to be quoted shall be one (1); however, purchase orders will be issued "on an ad hoc basis , as and when required", depending on project needs.
The duration of the contract is three (3) years or until the contract value has been reached, whichever comes first.

No	QTY	DESCRIPTION	UOM	UNIT PRICE (Excluding VAT of 15%)	TOTAL IN ZAR (Excluding VAT of 15%)
INITIAL PROCUREMENT – mandatory					
1	1	Lead Shield material Material: Lead Shape: Half Moon, as per drawings **See dimensions as per the drawings** Length: 160mm Width: 80mm Height: 200mm	Per set		
2	1	Delivery cost	EA		
YEAR TWO (2) BID PRICE EXCLUDING 15% VAT				Subtotal 2: R	

TABLE 3: PRICING YEAR 3

The quantity to be quoted shall be one (1); however, purchase orders will be issued "on an ad hoc basis , as and when required", depending on project needs.
The duration of the contract is three (3) years or until the contract value has been reached, whichever comes first.

No	QTY	DESCRIPTION	UOM	UNIT PRICE (Excluding VAT of 15%)	TOTAL IN ZAR (Excluding VAT of 15%)
INITIAL PROCUREMENT – mandatory					
1	1	Lead Shield material Material: Lead Shape: Half Moon, as per drawings **See dimensions as per the drawings** Length: 160mm Width: 80mm Height: 200mm	Per set		
2	1	Delivery cost	EA		
TABLE YEAR THREE (3) BID PRICE EXCLUDING 15% VAT				Subtotal 3: R	

HERE YOU ADD THE TOTAL FOR EACH YEAR

SUB TOTAL YEAR ONE (1) BID PRICE EXCLUDING VAT OF 15%	R
SUB TOTAL YEAR TWO (2) BID PRICE EXCLUDING VAT OF 15%	R
SUB TOTAL YEAR THREE (3) BID PRICE EXCLUDING VAT OF 15%	R
VAT OF 15%	R
TOTAL CONTRACT VALUE INCLUSIVE OF 15% VAT	R

PART C - RETURNS

INVITATION TO BID (SBD 1)

Bid number	NRF SAAO /17/2025-26
Closing date and time	15 December 2025 at 11:00 AM

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

SUMMARY OF BID REQUIREMENTS

Supply and Delivery of Lead Shield material to SAAO – Cape Town for a Period of Three (3) Years

Number of original bid documents for contract signing	Electronic copy, 1
Number of evaluation copies:	Electronic copy, 1
Two envelope system	Yes, see Bid Preparation on Page 18
Price validity period from date of closure	Ninety (90) days

Bidding procedure enquiries are directed in writing to:		**Technical information queries are directed in writing to:**	
Section	SCM	Section	Workshop
Contact person	Supply Chain Management	Contact person	
E-mail address	tenders@saao.ac.za	E-mail address	

SUPPLIER INFORMATION

Name Of Bidder
Postal Address
Street Address
Telephone Number

SUPPLIER INFORMATION

Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			
VAT Registration Number			

Tax Compliance Status	Tax Compliance System PIN		**OR**	Central Supplier Database No.	MAAA

B-BBEE Status Level Verification Certificate	Tick Applicable Box. ❑ Yes ❑ No	**B-BBEE Status Level Sworn Affidavit**	Tick Applicable Box. ❑ Yes ❑ No

[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

Are you the accredited representative in South Africa for the goods/services/works offered?	❑ Yes ❑ No [If yes enclose proof]	**Are you a foreign-based supplier for the goods/services/works offered?**	❑ Yes ❑ No [If yes, answer the questionnaire below]

Is the entity a resident of the Republic of South Africa (RSA)?	❑ Yes ❑ No
Does the entity have a branch in the RSA?	❑ Yes ❑ No
Does the entity have a permanent establishment in the RSA?	❑ Yes ❑ No
Does the entity have any source of income in the RSA?	❑ Yes ❑ No
Is the entity liable in the RSA for any form of taxation?	❑ Yes ❑ No

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

BID SUBMISSION

1	Electronic submissions must be sent on or before the closing date and time stipulated on the SBD1 form, to tenders@saao.ac.za **with the Bid Number as the subject line**. Bids received after this time will NOT be accepted for consideration. SAAO will not accept responsibility for bids not received.
2	All bids must be submitted on the official forms as provided – (not to be re-typed) or in the manner prescribed in the bid document. It is preferable that bidders complete official forms electronically and save them in a PDF searchable format.
3	Bid submissions are to be separated into separate files/zipped folders as per the Bid Preparation Requirements

SUPPLIER INFORMATION	
	on Page 18-1918. Bid submissions should preferably be in PDF searchable format. Files or zipped folders must be titled with the bidder's company name and file/folder title. Attachments are limited to 25 MB per e-mail. Bidders may use WeTransfer, Dropbox, or Google Drive to submit their bid documentation.
4	This bid is subject to the specifications and special conditions of contract pertaining to this bid, and the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
5	The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.

TAX COMPLIANCE REQUIREMENTS	
1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za.
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

SBD 4 - BIDDER'S DISCLOSURE

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 the procuring institution? **YES/NO**

[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.

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.

3.5 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.

3.6 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

[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.

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.

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

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

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

…… ……

Signature Date

…… ……

Position Name of bidder

SBD 6.1

PREFERENCE POINTS 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 is 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

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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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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.*)**

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between R2000 and R50m	20	18	14	12	8	6	4	2	
Points Claimed (Suppler to complete									

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: .....

RETURNABLE DOCUMENT CHECKLIST				
(M – Mandatory); (O – Optional)		**Submitted**	**Bid Section Reference**	**Reference to Bidder's document**
Completed Procurement Invitation (SBD 1)	**M**	❑ Yes ❑ No	Page 29	
Completed Declaration of Interest with Government (SBD 4)	**M**	❑ Yes ❑ No	Page 32-34	
Completed Preference Points Claimed (SBD 6.1	**M**	❑ Yes ❑ No	Page 35-38	
A B-BBEE certificate or Sworn affidavit (if claiming preference points)	**O**	❑ Yes ❑ No	Page 35-38	
Signed SBD 3.1	**M**	❑ Yes ❑ No	Page 26-28	
Company profile- for more details on page 4-5 ○ Company Overview ○ Mission and Vision Statement ○ Services/Products Offered ○ Key Personnel ○ Major Clients and Projects ○ Quality Assurance and Risk Management Practices	**M**	❑ Yes ❑ No	Page 4-5	
Bidders must provide a minimum of three (3) client references from the past three (3) years for the Supply and Delivery of Lead Shield Material. Each reference must be dated, signed, and indicate the project value.	**M**	❑ Yes ❑ No	Page 4-5	
Bidders must submit verified proof of the source from which the material will be sourced, along with documentation confirming that the lead purity level is a minimum of 99.9%. This should include a datasheet and material certificate from the manufacturer.	**M**	❑ Yes ❑ No	Page 4-5	
The bidder must provide proof of address for actual physical office not their residential building, subject to site verification by the SAAO. Accepted Proof of Address Documents: - Municipal Rates Bill A rates bill (electricity, water). issued by the municipality in the company's name that shows the office address The bill must be dated within the last 3 months and clearly show the office address. - Lease Agreement	**M**	❑ Yes ❑ No	Page 4-5	

A signed valid lease agreement that includes the company's official address and confirms the premises are rented. The lease must be up-to-date and signed by both parties.				
Bidders must submit valid proof of registration with the Compensation for Occupational Injuries and Diseases Act (COIDA).	**M**	❑ Yes ❑ No	Page 4-5	

BID SIGNATURE (SBD 1)

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

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

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

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

SIGNATURE OF BIDDER:

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