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

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

INVITATION TO BID

BID DESCRIPTION

The South African Environmental Observation Network (SAEON) EFTEON RI seeks the provision of laboratory testing services and analysis of leaf and plant material for a contract period of three (3) years.

Bidder Name:	
Bid Number:	**RFQ/SAEON/EFTEON/VEGETATION ANALYSIS/122-02/2025**
Closing Date **Closing Time:**	30 January 2026 11:00 am
Bid validity	90 days from time and date of closure
Electronic Bid Submission **This block differs from the SBD1 - see suggestions to rationalise** **Email Address**	Electronic submissions to be made to: scm@saeon.nrf.ac.za

Enquiries are directed in writing to:

Section	Supply Chain Management	Project Manager
Contact person	Siphokazi Shude	Dr Kathleen Smart
Email address	scm@saeon.nrf.ac.za	kg.smart@saeon.nrf.ac.za

TABLE OF CONTENTS

INTRODUCTION TO THE NRF 4
BACKGROUND TO SAEON 4
THE CONTEXT FOR THIS PROCUREMENT WITHIN SAEON EFTEON 4
THE BID PREPARATION 4
THE BIDDER SELECTION PROCESS 6
CONTRACT PART A – BID REQUIREMENTS 8
STATEMENT OF WORK 8
LABORATORY SITES 8
SECTION A: ANALYSIS REQUIRED 8
SECTION B. EVIDENCE OF LABORATORY CAPABILITIES 9
EXPERIENCE OF KEY STAFF 10
EVIDENCE OF GUIDELINES AND PROTOCOLS 10
REFERENCES 10
MANDATORY QUALIFICATIONS TO ENTER SELECTION AND PRICING STAGES 11
CONTRACT PERIOD 11
CONTRACT MANAGEMENT 11
SERVICE LEVEL MANAGEMENT 12
GENERAL AND SPECIAL CONDITIONS OF CONTRACT 12
EVALUATION/SELECTION CRITERIA FOR THE BID 26
CONTRACT PART B – SBD 3.2 PRICE OFFER 29
PRICING SPECIAL CONDITIONS OF CONTRACT FOR THIS BID 29
BID PRICE SCHEDULE 30
CONTRACT PART C - RETURN FORMS 32
INVITATION TO BID (SBD 1) 32
SUMMARY OF BID REQUIREMENTS 31
SUPPLIER INFORMATION 31
FOREIGN RESIDENCY DETERMINATION 32
BID SUBMISSION 32
TAX COMPLIANCE REQUIREMENTS 32
BIDDER'S DISCLOSURE SBD 4 33
SBD 6.1 - PREFERENCE POINTS CLAIMED 36
ANNEXURE 1 - REFERENCE LETTER FORMAT FOR BIDDER 41
BID SIGNATURE (SBD 1) 43
ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS 45

INTRODUCTION TO THE NRF

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

BACKGROUND TO SAEON

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

Seven SAEON nodes are strategically situated across geographic regions representing the country's major biomes.

SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales.

These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence, and data emanating from these arrays needs to be of high quality and reliable enough to support long-term monitoring of ecosystem climatological changes, scientific publications, and academic use. Further information about SAEON can be found on www.saeon.ac.za

THE CONTEXT FOR THIS PROCUREMENT WITHIN SAEON EFTEON

.

The Expanded Freshwater and Terrestrial Environmental Observation Network (EFTEON) is a research infrastructure developed under the South African Research Infrastructure Roadmap (SARIR) program of the Department of Science, Technology and Innovation. EFTEON provides and operates a network of instrumented landscape-level platforms for the South African environmental research community, focused on socially relevant terrestrial landscapes and their coupled hydrological systems. A multi-scale approach is taken in the design to incorporate landscape-level processes, long-term assessment of key biodiversity components, community-wide surveys, and meteorological and micro-meteorological measurements to inform about environmental and anthropogenic change.

A key mandate of the Research Infrastructure is to provide decision makers, the greater research community, and the general public with long-term reliable data on the nutrient status of indigenous and naturalised plants species of different physiognomic types, including broad- and fine-leafed trees, shrubs, graminoids, forbs, (possibly agricultural crops) from different biomes across South Africa. This bid is to secure a three (3) years contract with a recognised and reputable laboratory to provide analytical services to provide information.

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 on the title page. The NRF distributes the response to a clarification request within 2 working days of receipt of the query from a bidder. The NRF does not provide the origin of the request to any party.

Response preparation costs

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

Counter proposals

No counter proposals or variations are accepted.

Two envelope system

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two sealed envelopes/boxes; the first envelope/box shall have all documentation other than the priced offer and the second envelope/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelope/box.

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 on the SBD1 form. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

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

Fronting

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

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

Disclaimers

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

General definitions

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

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

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

"Functionality" means the ability of a solution to meet with specifications as set out in these bid documents;

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

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

THE BIDDER SELECTION PROCESS

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

Responsive to submission requirements

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

Meeting technical specifications

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

Due Diligence Research

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

Stage 2 – Price competition

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

Stage 3 – Award and Contract Signing

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

Cancellation of the bid prior to award

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

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

CONTRACT PART A – BID REQUIREMENTS

STATEMENT OF WORK

SAEON requires the following goods and services from a supplier:

- SANAS-accredited laboratory (ISO 17025 or ISO/IEC 17025 (ILAC-MRA) with a clear accredited schedule appropriate for the analyses undertaken in this tender
- Regular analysis of plant samples for 3 years (n= 400 samples per year)
- Results of calibrated controls with certified reference material to maintain the quality of the data, and an assessment report for any significant drift or change in sensitivity
- Clear guidelines for sample sizes to ensure sufficient quantities for sub/re-sampling in response to data uncertainties/drift, etc.
- Clear guidelines for sampling protocol and storage (if required) as well as transport needs to ensure accurate results

LABORATORY SITES

Plant samples are collected at a range of sites around the country and will be delivered at SAEON's expense to the laboratory. The bidder must indicate a list of permanent laboratory locations, and specify conditions of transport of the samples (i.e. does the laboratory require transport under specific conditions - e.g. on ice).

Samples may come from the following towns and cities:

- Howick
- St Lucia
- Winterton
- Skukuza
- Acornhoek
- Pretoria
- Kimberley
- Cape Town
- George

SECTION A: ANALYSIS REQUIRED

The analysis/analyses offered must meet the following general specifications and technical specifications:

General specifications

- Must be appropriate for a range of leaf and plant material
- Analysis results must have a turn around of 6 months or less from the date of delivery
- Methods which are not clearly covered in the schedule of accreditation, i.e. the flexible scope methodology (in-house methods) must have been used in peer-

reviewed literature, and bidders must submit three examples of publications where these methods have been used.

Item 1: Basic analyses: macro- and micro-nutrients/elements/basic or standard leaf analysis (in bulk or stand-alone analyses)

- Nitrogen (N)
- Phosphorus (P)
- Potassium (K)
- Calcium (Ca)
- Magnesium (Mg)
- Sulphur (S)
- Boron (B)
- Copper (Cu)
- Iron (Fe)
- Manganese (Mn)
- Zinc (Zn)

Item 2: Essential analyses: single parameters

- Carbon concentrations (weight per weight or %)

SECTION B: EVIDENCE OF LABORATORY CAPABILITIES

EXPERIENCE OF KEY STAFF

Bidder to supply schedule of accreditation indicating technical signatories.

EVIDENCE OF GUIDELINES AND PROTOCOLS

Bidder to supply examples or templates which show they have developed reporting standards and guidelines for sample handling and preparation:

- An example of results of calibrated controls with certified reference material to maintain the quality of the data,
- An example of an assessment report for any significant drift or change in sensitivity
- Clear guidelines for sample sizes to ensure sufficient quantities for sub/re-sampling in response to data uncertainties/drift, etc.
- Clear guidelines for sampling protocol and storage (if required) as well as transport needs to ensure accurate results.

REFERENCES

Bidders must submit three (3) written references from customers to whom the bidder has provided similar analyses within the last 5 years. The references must either use the template provided in Annexure 1 on page 46, or ensure that the reference letters include the following listed below and must all meet the minimum threshold of “Meets requirements”

- A brief description of the service/work the bidder provided and the approximate value of the contract.
- The reference must indicate whether the robustness and reliability of the data as well as data delivery time was below, met, or exceeded their expectations.
- The reference must indicate whether any additional service or technical support provided was below, met or exceeded their expectations.
- The reference must provide an overall impression of the service and comment on whether they would use the provider again.
- The reference must include contact details.

MANDATORY QUALIFICATIONS TO ENTER SELECTION AND PRICING STAGES

Bidders failing to provide the following mandatory qualifications are disqualified.

1 **Bidder must provide the following technical documentation to substantiate their responses to these specifications:**

1.1 Bidders must submit proof that they are SANAS accredited.

2 **Ethical requirements**

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

3 **Legal Details:**

3.1 The bidder must complete the enclosed SBD 1, sign it, and attach their detailed CSD report. These will be verified against the CSD links to the respective databases i.e. CIPRO, Home Affairs.

3.2 The bidder provides the address where their laboratories are.

4 **Due diligence:**

4.1 Completion of three reference letters, using the template in Annexure 1 of this document, on the referees' letterhead.

4.2 The bidder must supply evidence of templates used for the presentation of calibrations and results, as well as examples of the guidelines or protocols for the handling, preparation and transport of samples.

4.3 Where non-accredited analysis methods are used, bidders must submit three examples of peer-reviewed publications where results were obtained using these methods.

5 **Pricing:**

5.1 Completed pricing form SBD 3.2 per this document

5.2 If preference points are being claimed for specific social goals, completed SBD 6.1 claim form with proof of points being claimed attached.

CONTRACT PERIOD

The contract period will be three (3) years.

CONTRACT MANAGEMENT

1 **NRF (SAEON) Contract Manager**

1.1 The NRF (SAEON) appoints a contract manager to manage this contract and notifies the other party in writing of the name and contact details of the appointed contract manager.

2 **Appointed Bidder's Contract Manager**

2.1 The appointed bidder appoints a contract manager and notifies the NRF (SAEON) in writing of the name and contact details of the appointed contract manager.

3 **Contract Communication**

3.1 The NRF and the appointed bidder communicate in writing including through email.

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

3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the appointed bidder of these numbers.

3.4 The NRF will require any communication to contain the contract number.

SERVICE LEVEL MANAGEMENT

1 **Managing service levels**

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

1.2 The appointed bidder promptly corrects the failure and begins meeting the set performance levels.

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

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

1.5 Delays are managed in accordance with GCC 17 on page 21.

2 **Service levels for this contract**

Service Level	Performance Standard	Target
Delivery of results	Delivery of results within 6 months of sample submission	Analysis results for 100% of samples available within 6 months.
Delivery of results as per submitted samples	Recipients evaluate results against sent samples within 6 months	100% correct
Technical support platform 1	Response times to phone and emails for urgent matters	100% response within 24 hours.
Technical support platform 2	Response time to emails for non-urgent matters	100% response time within 120 hours.

3 **Penalties**

Service Level	Consequences or remedies
Delivery of results as per submitted samples	If results are inaccurate, the supplier corrects mistakes at own cost.
Technical support 1	Poor service record considered for future tenders.

Technical support 2	Poor service record considered for future tenders.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.
The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

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

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

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

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

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

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

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

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance with the conditions of the contract or order.

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

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the

conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its 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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening,

	security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply**.**
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

SCC5A Copyright and Intellectual Property

Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

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

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

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

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

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

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

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

The supplier shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the purchaser or as

the purchaser may direct, and to support the purchaser or its nominee, in the prosecution and enforcement thereof in any country in the world.
The supplier irrevocably appoints the purchaser to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the purchaser, in its discretion, requires in order to give effect to the terms of this clause.

SCC5B Confidentiality

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

- Disclose the confidential information, directly or indirectly, to any person or entity;
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

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

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

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

- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure.

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

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

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

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

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

SCC5C	Copyright and Intellectual Property The supplier hereby gives the purchaser permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by the purchaser over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
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 22 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	Payment

12.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
12.2	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.
12.3	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.
12.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of invoice or claim by the supplier to the purchaser which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
GCC13	Prices
13.1	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.
GCC14	Contract amendment
14.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC15	Assignment
15.1	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.
GCC16	Subcontract
16.1	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
GCC17	Delays in supplier's performance
17.1	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.
17.2	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.

17.3 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.

17.4 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.

17.5 Except as provided under GCC Clause 21, 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 18, unless an extension of time is agreed upon pursuant to GCC Clause 17.2 without the application of penalties.

17.6 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.

GCC18 Penalties

18.1 Subject to GCC Clause 21, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the penalties as stipulated in the Service Levels Management table in the bid document.

GCC19 Termination for default

19.1 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:

19.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 17.2;

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

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

19.2 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.

19.3 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.

19.4 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 to, and may impose it on the supplier.

19.5 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.

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

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

19.6.2 the date of commencement of the restriction

19.6.3 the period of restriction; and

19.6.4 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.

19.7 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.

GCC20 Anti-dumping and countervailing duties and rights

20.1 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
GCC21	Force Majeure
21.1	Notwithstanding the provisions of GCC Clauses 18 and 19, 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.
21.2	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
GCC22	Termination for insolvency
22.1	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.
GCC23	Settlement of disputes
23.1	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 such dispute or difference by mutual consultation.
23.2	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.
23.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
23.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5	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.
GCC24	Limitation of liability
24.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 24.1.1 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 24.1.2 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.
GCC25	Governing language
25.1	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.
GCC26	Applicable law
26.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC27	Notices
27.1	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.
27.2	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
GCC28	Taxes and duties
28.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
28.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
28.3	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
GCC29	National Industrial Participation Programme
29.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC30	Prohibition of restrictive practices
30.1	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).
30.2	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.
30.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

EVALUATION/SELECTION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Signed SBD 4		Mandatory	Has the bidder signed the SBD 4? Has the bidder a clean ethical record, good supply chain behaviour, and not on the National Treasury's disbarment database?	GO/NO GO	Page 33-36, SBD 4 Bidder's Disclosure

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
			Bidder's disclosure		
Signed SBD 6.1		Optional	Is the bidder claiming preference points?	GO/NO GO	Pages 36-42, SBD 6.1 Preference points Claimed
A valid B-BBEE certificate or sworn affidavit		Optional	Does the bidder's evidence support giving the preference points?	GO/NO GO	Page 32
Signed SBD 3.2		Mandatory	Was the submitted signed SBD 3.2 pricing schedule in a separate envelope? Did the bidder complete all parts of the price form? Does the bidder's supporting schedules support the total bid price offered?	GO/NO GO	Page 29-30, SBD 3.2 Price Offer
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	GO/NO GO	Page 31, SBD 1 Bid Signature
List of permanent laboratory addresses		Mandatory	Has the bidder submitted proof of address(es)?	GO/NO GO	Page 8, Laboratory Sites
Parameter or package list indicating macro-and micro-nutrient analyses available		Mandatory	Bidder to submit PDF document or provide URL to parameter package	GO/NO GO	Page 9, section A: ANALYSIS REQUIRED Item 1
Parameter or package list indicating carbon analysis		Mandatory	Bidder to submit PDF document or provide URL to parameter package	GO/NO GO	Page 9, section A: ANALYSIS REQUIRED Item 2
Proof of accreditation		Mandatory	Bidder to submit PDF document or provide	GO/NO GO	Page 9, section B: Evidence of

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
to the South African National Accreditation System (SANAS)			URL to online documentation		Laboratory Capabilities
Accreditation schedule technical signatories		Mandatory	Bidder to submit PDF of accreditation schedule to indicate technical signatories	GO/NO GO	Page 9, section B: Evidence of Laboratory Capabilities
Example or template showing results of calibrated controls with certified reference material to maintain the quality of the data		Mandatory	BIDDER TO SUBMIT PDF OF EVIDENCE OF REPORTING STANDARDS, GUIDELINES AND PROTOCOLS	GO/NO GO	Page 10, Laboratory Site section B: Evidence of Guidelines and Protocols
Example or template of an assessment report for any significant drift or change in sensitivity		Mandatory	BIDDER TO SUBMIT PDF OF EVIDENCE OF REPORTING STANDARDS, GUIDELINES AND PROTOCOLS	GO/NO GO	Page 10, section B: Evidence of Guidelines and Protocols
Example or template of guidelines for sample sizes to ensure sufficient quantities for sub/re-		Mandatory	BIDDER TO SUBMIT PDF OF EVIDENCE OF REPORTING STANDARDS, GUIDELINES AND PROTOCOLS	GO/NO GO	Page 10, section B: Evidence of Guidelines and Protocols

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
sampling in response to data uncertainties/ drift, etc.					
Examples of guidelines for sampling, storage or transport protocol.		Mandatory	BIDDER TO SUBMIT PDF OF EVIDENCE OF REPORTING STANDARDS, GUIDELINES AND PROTOCOLS	GO/NO GO	Page 10, section B: Evidence of Guidelines and Protocols
Reference Letters		Mandatory	Do the reference letters and the clients contacted from the clients schedule demonstrate the bidder has met or exceeded requirements	GO/NO GO	Page 10, section B: Evidence of Laboratory Capabilities (Annexure 1 - reference format)

BIDDER IS ABLE TO DELIVER THE SPECIFICATION AND COMPLIES WITH CONTRACT CONDITIONS?	YES - PASS TO PRICING	NO - DISQUALIFIED

CONTRACT PART B – SBD 3.2 PRICE OFFER

PRICING SPECIAL CONDITIONS OF CONTRACT FOR THIS BID

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

1.	**Compliant price calculation for price competition:** Price quoted is South African Rands
2.	**Date of unit pricing:** All unit prices are quoted at the closing date of this bid.

	3a.	**Price Quotation Basis**: Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency.
	3b.	**Exchange Rate Management**: Where imported goods/services are to be used, the portion payable in foreign exchange must be stated separately. The exchange rate to be quoted in arriving at ZAR is the exchange rate at the date of bid closure. The actual exchange rate at date of delivery replaces the above exchange rate for payment.
	4.	**Quantity estimation:** Bidders must quote according to the quantities stipulated in the pricing schedule. Due to uncertainty of future requirements of spares, servicing and so forth the bidder utilizes the estimates provided in the SBD 3.2 to allow a fair price competition on the total price tendered.
	5.	**Contract Price:** The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
	6.	**Value Added Tax**: Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
	7.	**Price Adjustment Rules:** The business unit will not consider any other unit price variations. The appointed bidder provides detailed reasons for the submitted price variations substantiated by evidence.
	8.	**Contract Price Management during the contract:** Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.

BID PRICE SCHEDULE

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

DESCRIPTION	Unit price	% Unit price that depends on RoE[1]	Base [2] RoE	Number of units	VAT	TOTAL (INCLUDEs VAT of 15%)
Year 1 (2026) Nutrient analysis				200		
Year 1 (2026) Carbon analysis				200		
Year 2 (2027) Nutrient analysis				200		
Year 2 (2027) Carbon analysis				200		
Year 3 (2028) Nutrient analysis				200		
Year 3 (2028) Carbon analysis				200		
Year 1-3 Calibration reports				One per year for each laboratory used		
TOTAL BID PRICE INCLUSIVE OF VAT for price competition			**R**			

[1] RoE: Rate of Exchange. Bidders may not include local overheads, local costs such as clearing, local margins, mark-up or local transport in this percentage.

[2] This is the Rate of Exchange used for the quoted unit price to allow for a fair price competition. The exchange rate will be adjusted to the actual exchange rate when the purchase order is issued

CONTRACT PART C - RETURN FORMS

INVITATION TO BID (SBD 1)	
Bid number	
Closing date and time	
The NRF recognises the date and time as recorded on its systems for closure purposes.	

SUMMARY OF BID REQUIREMENTS

The South African Environmental Observation Network (SAEON) EFTEON RI seeks the provision of laboratory testing services and analysis of leaf and plant material for a contract period of three (3) years.

Number of original bid documents for contract signing	1
Electronic Submission	PDF File or Zip Folder
Price validity period from date of closure	Ninety (90) days

SUPPLIER INFORMATION

Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
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]

FOREIGN RESIDENCY DETERMINATION

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.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

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.

BIDDER'S DISCLOSURE SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] 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 /

[3] 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.

members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

YES/NO

2.2.1 If so, furnish particulars:

……

……

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[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National 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.

[4] 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.

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

…… ……

Signature Date

…… ……

Position Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

3.1

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:**

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

3.2

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

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

80/20 **or** **90/10**

$Ps = 80\left(1 - \frac{Pt-P}{P}\right)$ or $Ps = 90\left(1 - \frac{Pt-P}{P}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.3

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

3.4

3.2.1. **POINTS AWARDED FOR PRICE**

3.5

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

80/20 **or** **90/10**

$Ps = 80\left(1 + \frac{Pt-P}{P}\right)$ or $Ps = 90\left(1 + \frac{Pt-P}{Pmax}\right)$

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:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

3.6

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

SBD 6.1 - PREFERENCE POINTS CLAIMED

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

SBD 6.1 - PREFERENCE POINTS CLAIMED

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

ANNEXURE 1 - REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:	
Company:	
Bid Number:	

Bid Description: The South African Environmental Observation Network (SAEON) EFTEON RI seeks the provision of laboratory testing services and analysis of leaf and plant material for a contract period of three (3) years.

Describe the service/work the above bidder provided to you below

Criteria/Risks	**Below requirements**	**Meets requirements**	**Exceeds requirements**
Technical Strength – Does the contractor use the latest equipment and methods?			
Customer centricity			
Satisfaction with quality of consumable used			
Satisfaction with the work done			
Reliability			
Service delivery scheduling and implementation			
After sales support			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			❑ YES ❑ NO

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

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 we 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**)**

ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

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

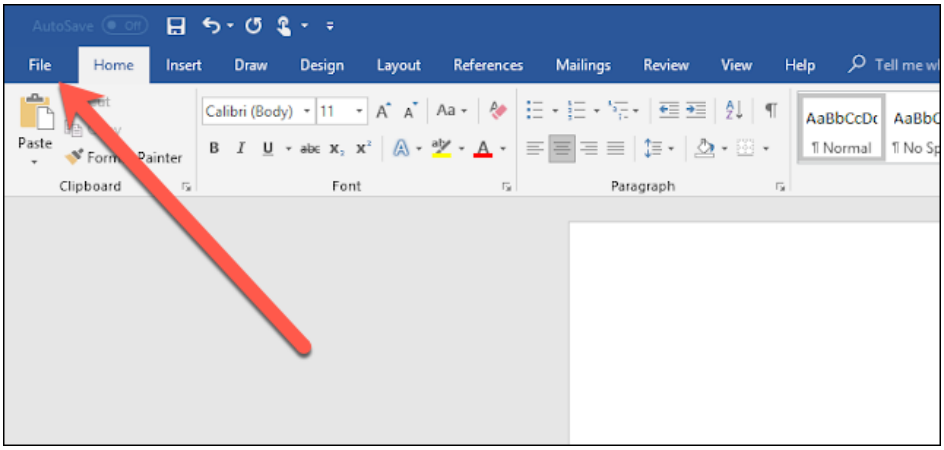
PRESCRIPTS

- All files must be submitted in ISO PDF format and PDF/XPS (general PDF format) unless otherwise stated. Other variants are not acceptable, these variants include PDF/A, PDF/E (unless stated), PDF/X, PDF/UA, PDF/X, PDF/UT, PAdES, and PDF Health.
- Pricing submission (including any SBDs where the bidder's price is quoted) must be password protected and submitted as a separate file.
- All bidders' documents must be submitted to the email address specified on the NRF bid document and the password for the password protected pricing file must be submitted to a separate email specified in the bid document.
- The NRF email size limit is 20MB, it is the responsibility of the bidder to ensure that their submission is not larger than this limit:
  - Bidder's files may be zipped to ensure that their submission is in line with the email size limit.
- The subject of the bidder's email must quote verbatim the bid name as provided in the NRF bid document.

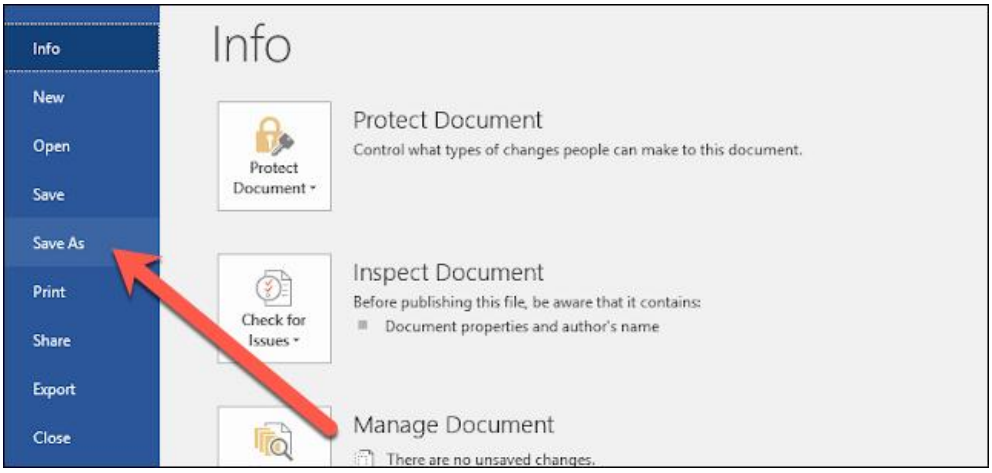
GUIDELINES

Converting to pdf

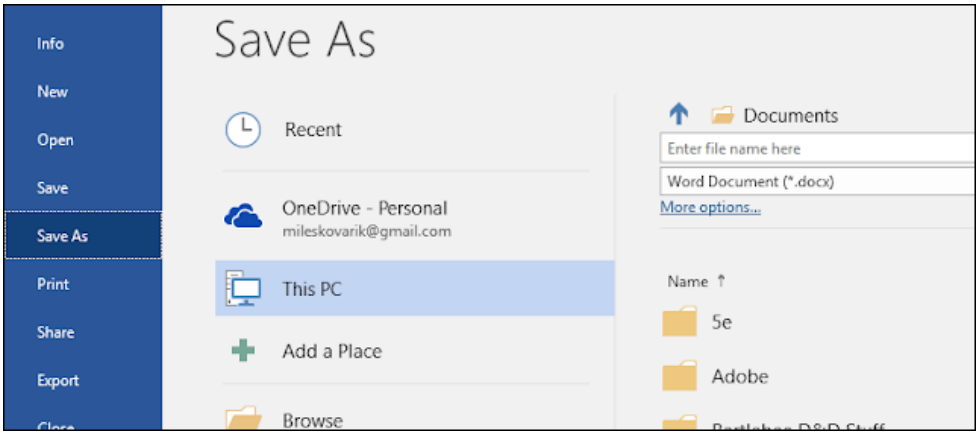
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the "File" tab.



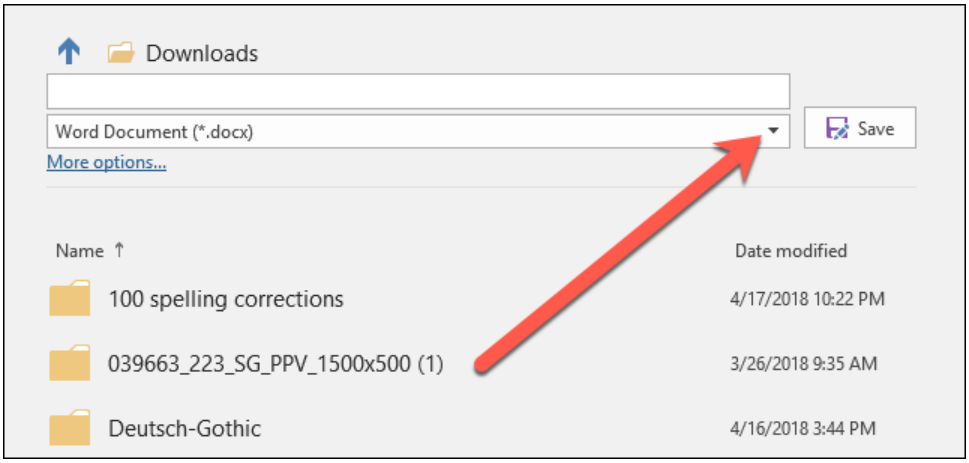
- On the backstage screen, select "Save As" from the list on the left.



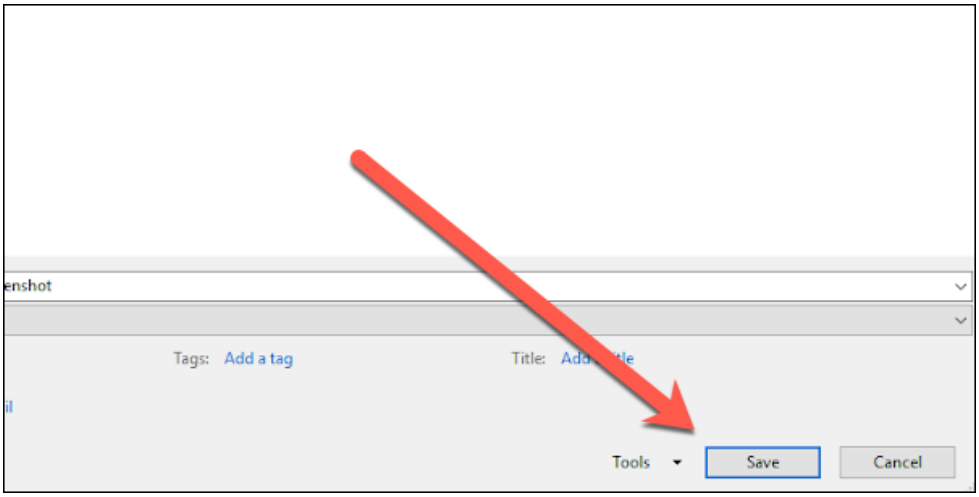
○ On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



○ If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



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

Zipping your files.

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