INVITATION TO BID

Supply, Delivery, Installation, and Servicing of One Glove Box for Containment of an Astatine-211 Radiopharmaceutical Synthesis Module at iThemba LABS, Faure, Western Cape

Bidder Name:	
Bid Number:	NRF/ILABS IOP1 /61/2025-26-01
Closing Date	**25 November 2026**
Closing Time:	11:00 am
Bid Box Address submission	Tender Box, Main Security Gate, iThemba LABS, Old Faure Road, Faure Western Cape, 7131, South Africa GPS coordinates: 34.025°S 18.716°E Dimensions of tender box opening: 300 mm x 20 mm
Email-Submission:	**Bidders may submit their proposal through email to scm3@tlabs.ac.za.**
Envelope Addressing	On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address mail.

Bidding procedure enquiries are directed in writing to:		**Technical information queries are directed in writing to:**	
Section	Supply Chain Management	Section	Supply Chain Management
Contact person	SCM Team	Contact person	SCM Team
E-mail address	scm3@tlabs.ac.za	E-mail address	scm3@tlabs.ac.za

Fraud alert! It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. DO NOT FALL FOR IT, IT IS A SCAM! The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation ("NRF") is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998 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 researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services 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.

INTRODUCTION TO THE ITHEMBA LABS BUSINESS UNIT

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and Applied Nuclear Physics Research using Particle Beams
- Research Radiation Biophysics
- The supply of Accelerator-produced Radioactive Isotopes for Nuclear Medicine and Research

Please visit the iThemba LABS website (http://tlabs.ac.za) for more information.

CONTEXT OF THIS PROCUREMENT NEED

The glove box is required to support the safe synthesis and handling of astatine-211 (^{211}At), a short-lived alpha-emitting radionuclide used in targeted cancer therapy. Due to its radiological hazards, a glove box is essential to provide a controlled, shielded environment that ensures operator safety and product integrity.

The glove box will serve as the primary containment for the ^{211}At radiopharmaceutical synthesis module, meeting regulatory, radiation safety, and GMP requirements. It is a critical infrastructure for the production of ^{211}At.

PART A – CONTRACT

DETAILED SPECIFICATIONS

Requirement for Glovebox to serve as primary containment of an Astatine-211 (^{211}At) Synthesis Model

1. Purpose

This section outlines the requirements for a glovebox designed to serve as primary containment for a GMP-compliant ^{211}At Synthesis Module. The glovebox must meet the mandatory requirements and technical specifications (as stated in the section below) to ensure safe and efficient operation of a GMP-compliant ^{211}At Synthesis Module.

Quantity: One (1)

Mandatory Requirements:

All the requirements listed under sections 2 to 6 are mandatory. The bidder must indicate whether their proposed glovebox complies with the requirements under sections 2 and 3 and whether the bidder complies and agrees with the requirements listed under sections 3 to 6 (installation, documentation; training; servicing; support and qualifications).

2. Glove box requirements

2.1 The glovebox must fulfil the requirements of the CE certification of a GMP-compliant ^{211}At Synthesis Module

2.2 The glovebox must provide a ventilated work compartment to contain vapor and/or particles containing ^{211}At and other radionuclides for operator protection.

Comply: Yes/No		Comment:	

2.3 The compartment size that will host the synthesis module of the glovebox must meet the minimum dimensions of 1200 mm x 660 mm x 850 mm (length x width x height).

Comply: Yes/No		Comment:	

2.4 The main glovebox compartment must support the weight of the synthesis unit of 40 kg and additional equipment (e.g. dose calibrator (25kg).

Comply: Yes/No		Comment:	

2.5 The main compartment chamber of the glovebox must have the following cable pass-throughs

2.5.1 1 x Power cable pass-through (Provision for synthesis unit, Power input for EU).

Comply: Yes/No		Comment:	

2.5.2 1 x Gas line pass-through for Nitrogen (The glovebox must have a regulated Nitrogen source connected to 1/8" OD FEP tubing routed to the inside of the work compartment). (It must be ready to be connected to the Synthesis unit inlet upon installation. The connector for 1/8" fluorinated Ethylene Propylene (FEP) tubing to Synthesis unit will be provided. The 1/8" OD FEP tubing length inside the work compartment must be of approximately 1m length to allow for rotation of the module during Installation Qualification (IQ) and Operation Qualification (OQ).

Comply: Yes/No		Comment:	

2.5.3 1 x Data cable pass-through for ethernet data connection cables between the laptop and Synthesis Unit. The control laptop and synthesis unit must be routed directly between said equipment, and not rely on routers, switches, adapters, converters, active nor passive. Data connection cables will be supplied.

Comply: Yes/No		Comment:	

2.5.4 1 x Additional blind power (in case additional equipment is added to the compartment main chamber)

Comply: Yes/No		Comment:	

2.5.5 1 x Additional gas line (in case additional equipment is added to the compartment main chamber)

Comply: Yes/No		Comment:	

2.6 The surface of the glovebox chambers must be replaceable, non-flammable work floor material (e.g., tray) in case of physical damage or chemically induced corrosion of the workflow material over time.

Comply: Yes/No		Comment:	

2.7 The glovebox must be equipped with at least three (3) gloves with a center pitch of 35-45 cm.

Comply: Yes/No		Comment:	

2.7.1 The gloves must be placed with the center of the gloves 30-35 cm above the surface on which the synthesis module is standing.

Comply: Yes/No		Comment:	

2.7.2 Gloves must be resistant to chloroform and other chemicals, with a melting point greater than 105°C.

Comply: Yes/No		Comment:	

2.7.3 The material of the gloves must be: Butyl rubber.

Comply: Yes/No		Comment:	

2.8 The synthesis unit must be placed in a compartment so that there is at least 20 cm of space between any side/front/back panel of the synthesis unit and the closest wall. There must also be at least 30 cm of space between the top of the furnace and the ceiling of the installation compartment. Note: Dimensions of synthesis unit (W x D x H): 605 mm x 435 mm x 535 mm

Comply: Yes/No		Comment:	

2.9 The glovebox compartment must have the facility to open a front door or remove a front panel or other panel to the synthesis unit with minimal dimensions (width x height) 650 mm x 550 mm to allow for synthesis unit installation.

Comply: Yes/No		Comment:	

2.10 The front door/panel must maintain an open state when opened, allowing for synthesis module manipulation (e.g., installation of consumables before each run). For a vertical front door opening mechanism, the design must ensure that the door's opening angle and edges are crafted to prevent the risk of operator head injury when the door is open.

Comply: Yes/No		Comment:	

2.11 The glovebox must have a material pass-through compartment to its main work chamber. Dimensions of the pass-through area must be approximately 25 cm width x 25 cm height x 45 cm length/depth. Door openings must be at least 20 cm x 20 cm. The material pass-through must allow for the insertion and removal of elements before process start, during process execution, and after process completion. The material pass-through must be capable to carry weight of shielding container with a weight of 30 kg. Sliding doors must be used between material pass-through and work compartment to minimize work-space. The material pass-through compartment must have a have a dedicated ventilation for radiation safety regulations.

Comply: Yes/No		Comment:	

2.12 An air exchange solution for the work compartment must be proposed and supplied by the bidder and must be verified for suitability by radiation safety division at iThemba LABS. The work compartment must be connected to an air exchange system which facilitates a minimum ≥ 20 air changes per hour inside the compartment (e.g., IAEA-TECDOC-1430).

Comply: Yes/No		Comment:	

2.13 A venting solution for the work compartment exhaust line must be proposed and supplied by the bidder and must be verified for suitability by radiation safety division at iThemba LABS to avoid overheating of the work compartment. The compartment exhaust line must be connected to an exhaust system (HVAC) or an alternative solution complying to local radiation safety standards.

Comply: Yes/No		Comment:	

2.14 An intake and exhaust air filtration against radioactive material must be proposed and supplied by the bidder and must be verified for suitability by radiation safety division at iThemba LABS. For operator protection, it is required to protect intake and exhaust air by carbon filters to avoid contaminated air leakage, also in case of air exchange failure. For product protection (e.g. drug manufacturing), it is required to implement HEPA filters on air intake and exhaust lines.

Comply: Yes/No		Comment:	

2.15 Both air intake and exhaust for the glovebox must be equipped with manual shut-off valves to provide a means of validation for chamber pressure integrity testing (e.g., EN 12469) as well as isolation in case of emergency.

Comply: Yes/No		Comment:	

2.16 The work compartment main chamber differential pressure and means of control thereof must be proposed and supplied by the bidder and must be verified for suitability by radiation safety division at iThemba LABS according to local radiation safety standards. The work compartment pressure must be constantly kept below the surrounding laboratory environment pressure at -40 Pa to prevent radioactive release. The compartment must be equipped with a differential pressure gauge to constantly assess and visualize that the differential pressure criteria are maintained. The pressure gauges must be equipped with an alarm in case the differential pressure is less than its specified value relative to the surrounding laboratory environment.

Comply: Yes/No		Comment:	

2.17 The glovebox compartments must be equipped with a radiation dose monitoring system within the compartment.

Comply: Yes/No		Comment:	

2.18 All the glovebox compartments must have at least 500 Lux of lighting at the front, especially in front of the synthesis unit.

Comply: Yes/No		Comment:	

2.19 Provision must be made for the installation of a dose calibrator (ionization chamber) inside the work area compartment to enable measurement of samples during ^{211}At processing without the need for sample extraction from the work compartment.

Comply: Yes/No		Comment:	

2.20 The space consumption of the dose calibrator must be compatible with the specific synthesis unit hardware space and distance requirements inside the compartment.

Comply: Yes/No		Comment:	

2.21 There must be space to position the synthesis control laptop outside the work compartment but in proximity to the work compartment such as a laptop holder tray attached to the outside of the work compartment. The laptop installation space must be larger than the synthesis control laptop dimensions: (W x D x H) 375 mm x 30 mm x 273 mm. The laptop position must be such that it allows for the simultaneous interaction of the synthesis unit through gloves and observation of the synthesis control laptop screen.

Comply: Yes/No		Comment:	

3. Radiation Safety Compliance

3.1 The glovebox must comply with all radiation safety standards and certifications required for the operation of the

GMP-compliant 211At Synthesis Module Synthesis model.

Comply: Yes/No		Comment:	

4. Training for Glovebox Operators

4.1 Requirement: Operators must be trained to operate the glovebox. The bidder is required to train operators.

Comply: Yes/No		Comment:	

5. IQ/OQ/PQ

5.1 Installation Qualification (IQ) and Operation Qualification (OQ) must be performed upon installation of the glovebox. The supplier must provide all required IQ, OQ, and Performance Qualification (PQ) documentation, including test protocols, results, and certificates, to support system validation.

Comply: Yes/No		Comment:	

6. Annual service, qualification and Ad-hoc support

6.1 The glove box must be serviced and qualified annually for a period of five (5) years. The service provider must also provide repairs or remote support as and when required.

Comply: Yes/No		Comment:	

This document serves as a guideline for designing and installing a glovebox to host a GMP-compliant At-211 Synthesis Module. All requirements marked as "SHALL" are mandatory

MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT

1. The bidder provides the following as proof of being able to execute the contract to the contract terms:

1.1. Provide at least one (1) contactable reference where the bidder has supplied a GMP compliant glove box suitable for containment of an Astatine-211 Atley C100 or similar Synthesis unit.

1.2. Bidders are required to complete the specifications in the bid document ("Yes or No"). If any response is NO then an alternative to meet the requirement must be stipulated by the bidder. Failure to completely respond to the bid document specifications may disqualify the bidder.

1.3. Presentation of the proposed systems elements from the bidders is required if bidder meets the requirements under section 2 to 6 on page 2 to page 8.

CONTRACT PERIOD

Five (5) year contract (commences from the date of fully signed SBD 7.1)

SPECIAL CONDITIONS OF CONTRACT MANAGEMENT

Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title The General Conditions forming part of these special conditions and conditions of contract are those stated from page 17 to page 32

Project Management

iThemba LABS

The Nuclear Medicine department of iThemba Labs Cape Town is responsible for this Tender and subsequent contract. Contact details provided to the appointed service provider's Key Account Manager.

Service Provider

Name and contact details of the Key Account Manager

Implementation, hand over, and product management

The appointed bidder provides the delivery management as specified in the detailed specification / terms of reference. iThemba LABS will issue purchase orders as a project control tool "for each batch/lot being despatched and will monitor the execution of the delivery schedule until the purchase order requirements are received on site.

Incidental Services to the subject matter of this contract (General Condition of Contract Clause No: 13)

In the event of requiring such incidental services, 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.

Performance Verification (General Condition of Contract Clause No: 8)

The iThemba LABS appointed project manager verifies the performance of this contract with reference to the required requirements and any other element specified in this contract:

1. The appointed bidder will render services as per specifications under this contract.
2. Both parties agree on quantity, unit cost, and total value on the same signed document.

Contract Due Diligence during the contract period

iThemba LABS has the right to conduct supply chain due diligence. The iThemba LABS Project Team have the right to conduct site visits and inspections at any given time during the contract period.

Communication (General Condition of Contract Clause No: 31)

The appointed bidder communicates in writing through regular mail, physical delivery, or email. The appointed bidder states the contract number and purchase order number on communication documentation. The contract bidder does not act upon any communication without the contract number or must verify such communication with the iThemba LABS project manager prior to acting upon it.

Performance Security (General Condition of Contract Clause No: 7)

An acceptable financial performance bond is required where iThemba LABS pays an upfront deposit in excess of R 1 million to the same value as any such upfront deposit. No other performance security is required.

Packing (General Condition of Contract Clause No: 9)

Components (where applicable) must be packaged such that they prevent damage during transportation and storage.

Payment (General Condition of Contract Clause No: 16)

Payment terms are within 30 days of receipt of an invoice issued following successful rendering of services and earlier where the invoices are accompanied by signed iThemba LABS delivery validation documents including proof of performance stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

It is in the interests of the appointed bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged on late payment will be charged to the appointed bidder where these costs arose from non-adherence to the above.

Prices (General Condition of Contract Clause No: 17)

The price schedule for the bid under the contract shall not vary from the prices quoted by the service provider in their bid with iThemba LABS with the exception of any price adjustments authorized in this section.

1.	**Exceptions:** Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, and exchange rates fluctuations.

2.	**Price Adjustment Rules:** Price adjustments and their corresponding rules for the managing of price risks on the basis of the iThemba LABS and the appointed bidder sharing the risk equally.
	Additional Services – iThemba LABS may require, as determined by future operational requirements, additional services. iThemba LABS, in such event, will notify the appointed bidder of such requirements. The appointed bidder provides revised pricing detailing reasons for price variations substantiated by evidence such as manufactured country's inflation rates, technology refresh rate impacts, verifiable consumer price variations, and verified movement in exchange rates. iThemba LABS enters in negotiation on the submitted price quotation and variation reasons. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted pricing are within such identified market price ranges.
	Exchange rate prices – Where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7.1. Exchange rates are obtained from ABSA or for the www.xe.com website. iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.
3.	**Ceiling Price Calculation for price competition:** iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
4.	**Commitment to Appointed Services Provider:** iThemba LABS, through the signed contract, guarantees its procurement of service from the appointed party only where the appointed party meets or exceeds the contractual performance levels.
5.	**Contract Price Management in terms of the Contract:** iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.
6.	**Contract Price:** The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.

Termination for Default (General Condition of Contract Clause No: 23)

In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

PERFORMANCE LEVEL (General Condition of Contract Clause No: 22)

If the appointed bidder fails to meet any performance level:

a) Both iThemba LABS and the appointed bidder shall jointly investigate and report on the root causes of the performance level failure;
b) Promptly correct the failure and begin meeting the set performance levels;
c) Advise iThemba LABS as to the extent requested by iThemba LABS of the status of remedial efforts being undertaken with respect to such performance level failure; and
d) Take preventive measures to prevent the recurrence of the performance level failure.
e) In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Delivery of the specified services	Both iThemba LABS and bidder jointly check and confirm specifications are met	Penalty – GCC 22 in the general clause section
Timeous delivery as per delivery schedule	Delay by two (2) weeks from the agreed date of delivery	Penalty – GCC 22 in the general clause section

EVALUATION PROCESS

A multiple stage process, with sub-stages when required, is followed:

Administrative stage (One): (CSD registered/SBD's/Returnable document) Compliance with administrative and evaluation requirements as stated in Part A. All bidders that fail to meet these requirements are disqualified

Technical stage (Two): Compliant bidders will be evaluated based on the technical compliance in Part A especially Mandatory Qualification To Execute The Contract on page 9. This stage may consist of multiple sub-stages as set out in Part A. All bidders that fail to meet the technical minimum are disqualified from further evaluation.

Scoring stage (Three): Points are scored on the basis of Price as indicated on SBD 6.1 in accordance with the PPPFA 2000 and its 2022 Regulations.

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

Returnable Documents	**Specification**			
(M – Mandatory); (O – Optional)	**SUBMITTED and MEETS REQUIREMENTS**		**Bid Section Reference**	**Reference to Bidder's document**
Administrative documents				
Procurement Invitation (SBD 1), signed and completed.	**M**	❑ Yes ❑ No	Page 34 & 47	
Bidder's Disclosure (SBD 4), signed and completed	**M**	❑ Yes ❑ No	Page 39	
Preference Points Claimed (SBD 6.1), signed and completed with B-BBEE certificate or sworn affidavit.	**O**	❑ Yes ❑ No	Page **Error! Bookmark not defined.**	
A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required (If documents are completed and signed by the Owner/Partner/Managing Director, a resolution is not needed from the bidder).	**M**	❑ Yes ❑ No		
Bidder Support Due Diligence Eligibility / Technical evaluation				
Provide at least one (1) contactable reference where the bidder has supplied a GMP compliant glove box suitable for containment of an Astatine-211 Atley C100 or similar Synthesis unit.	**M**	❑ Yes ❑ No	Page 9	
Bidders are required to complete the specifications in the bid document ("Yes or No"). If any response is NO then an alternative to meet the requirement must be stipulated by the bidder. Failure to completely respond to the bid document specifications may disqualify the bidder.	**M**	❑ Yes ❑ No	From Pages 4	
Presentation of the proposed systems elements from the bidders is required if bidder meets the requirements under section 2 to 5 on page 4 to 8.	**M**	❑ Yes ❑ No	Page 9	

Pricing Competition Documents

RETURNABLE DOCUMENTS CHECKLIST FOR PRICE COMPETITION

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3.2) in the format provided in this document (separate envelope)	**M**	❑ Yes ❑ No	Page 32 to 34	

BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.

CENTRAL SUPPLIER DATABASE REGISTRATION

The NRF requests bidders to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.

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 National Research Foundation 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 National Research Foundation 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 Bid Invitation, including on-site presentations.

COUNTER PROPOSALS

No counter proposals are accepted as this is a request for quotation of supplies.

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.

a) All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box.

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

- **Envelope 1-part A: Bid Forms and Compliance Response**
- **Envelope 1-part B: Technical Response (response to scope of work)**
- **Envelope 2 : Financial Proposal and Bid Submission Form**

COLLUSION, FRAUD AND CORRUPTION

Any effort by 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 spirit of broad based black economic empowerment and recognizes that achieving 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, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

Declaration of Interest

All information provided by or on behalf of the bidder must be true, complete and accurate in every material respect. The NRF may verify any declaration or supporting information. A bid will be disqualified if the bidder makes a false or misleading statement, fails to disclose material information, or submits a declaration that is not true and complete in every material respect, without prejudice to any other remedy available to the NRF under applicable law.

The bidder must disclose any actual, potential or perceived conflict of interest relevant to the bid. This includes any employment by an organ of state; any relationship with a person employed by the NRF or involved in the evaluation, adjudication or administration of the bid; and any direct or indirect financial, ownership, management, controlling or other interest in the bidder, a related enterprise or another bidder.

The duty to disclose is continuous. The bidder must promptly notify the NRF in writing of any new conflict of interest, or any change to information previously disclosed, arising before the award or during the performance of any resulting contract. Disclosure does not automatically disqualify a bidder; the NRF will assess the circumstances and may impose appropriate measures to protect the integrity, fairness and impartiality of the procurement process.

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. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

GENERAL DEFINITIONS

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

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

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

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

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

"EME" means an Exempted Micro Enterprise 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;

"Market Price" means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

"Functionality" means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

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

a. B-BBEE Status level certificate issued by an authorized body or person;
b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
c. Any other requirement prescribed in terms of the B-BBEE Act.

"QSE" means a qualifying small business enterprise 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.

Checking Tax Compliance

iThemba LABS verifies tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their SBD 1 tax questionnaire to South Africa Revenue Services.

Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

Cancellation of the Bid prior to Award

The NRF cancels the Bid Invitation prior to making an award where

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

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

GENERAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions in the Special Condition of Contract Section in above in Part A.

GCC1	**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.

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

	place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"**Local content**" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"**Manufacture**" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	**"Order**" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"**Project site**", where applicable, means the place indicated in bidding documents.
1.21	"**Purchaser**" means the organization purchasing the goods.
1.22	"**Republic**" means the Republic of South Africa.
1.23	"**SCC**" means the Special Conditions of Contract.
1.24	"**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"**Written**" or "**in writing**" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**Application**
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract 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**.**
GCC3	**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
GCC4	**Standards**
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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GCC5	**Use of contract documents and information**
5.1	The supplier shall not disclose, without the purchaser's prior written consent, 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 make, without the purchaser's prior written consent, 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** are creations 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 the intellectual property pertaining to this contract, created, and owned by any of the appointed parties to this contract prior to the effective date of this contract. **Contract intellectual property** is the 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 appointed 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 appointed 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 as set out in the below special condition (SCC 5B). 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 purchaser shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world. The purchaser irrevocably appoints the National Research Foundation 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 National Research Foundation 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 : a. Disclose the confidential information, directly or indirectly, to any person or entity, b. 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 c. 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 recipient and after termination of their respective associations with the parties, not to a. Disclose the confidential information to any third party, or b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, c. 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: a. Was independently developed or in the possession of the recipient of the confidentiality information prior to its involvement with the other part; b. Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties ; c. 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 d. 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 NRF to do so, return to the other party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: a. All written disclosures; b. All written transcripts of confidential information disclosed verbally; and c. 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. 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, 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	**Protection of Private Information** The supplier hereby gives the purchaser permission, in terms of the Protection of Personal Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.
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 a cashier's or certified cheque.

GENERAL CONDITIONS OF CONTRACT	
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7	The additional terms for performance securities as detailed in Special Conditions Of Contract Management on page 9-12 are applicable.
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 contract makes no mention, 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.
SCC8	Additional inspection procedures as detailed in Special Conditions Of Contract Management on page 9 are applicable.
GCC9	**Packing**
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be

	sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	Additional packing requirements as detailed in Special Conditions Of Contract Management on page 9 are applicable.
GCC10	**Delivery and Documentation**
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	Additional delivery documentation requirements as detailed in Special Conditions Of Contract Management on page 9 are applicable.
GCC11	**Insurance**
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11	Professional indemnity insurance cover in accordance with Special Conditions Of Contract Management on page 9-12 is required.
GCC12	**Transportation**
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	**Incidental services**
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
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.
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.
SCC15	The additional warranty requirements as detailed in Special Conditions Of Contract Management on page 9-12 are applicable.
GCC16	**Payment**
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	Additional payment terms as detailed in Special Conditions Of Contract Management on page 9-12 are applicable.
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.
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
SCC20	The requirements of sub-contractor management as detailed in Special Conditions Of Contract Management on page 9-12 are applicable.
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 of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in suc 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 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 Officer / Authority will, at the discretion of the Accounting Officer / 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 Officer / 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 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.
SCC23	The additional terms of termination as detailed in Special Conditions Of Contract Management on page 9 are applicable.
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**
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
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
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
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
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.

PART B - PRICING

Submit pricing in separate envelope (stand-alone) SBD 3.2	
1.	**Price Quotation Basis:** Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS price delivery point in terms of General Conditions of contract clauses 12, 32.1 and 32.2.
	Price *Delivery point*: iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131
2.	**Calculating the Bid Price:** iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.
3.	**Price Adjustment Rules:** The rules for allowable price adjustments as stipulated in section SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 9-12 are applicable.
4.	**Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

No.	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (including VAT)
1.	1	Glove box unit	Each		
2.	1	IQ/OQ/PQ documentation (Installation, Operational and Performance Qualifications) and validation.	Each		
3.	1	Competency training for technical staff and operators	Each		
4.	1	Annual qualification and service (Year 1)	Each		
5.	1	Annual qualification and service (Year 2)	Each		
6.	1	Annual qualification and service (Year 3)	Each		
7.	1	Annual qualification and service (Year 4)	Each		
8.	1	Annual qualification and service (Year 5)	Each		
TOTAL BID PRICE INCLUSIVE OF VAT AND OTHER TAXES					

Separate price list for Incidentals, Spares Repairs

- **spare parts and consumables for five years**
- **Labour rates for 5 years (per hour)**
- **Flight and accommodation rates (where applicable)**

The price list forms the basis of the pricing of the above services during the contract period.

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PART C - RETURNS

INVITATION TO BID (SBD 1)

Bid Number	NRF/ILABS IOP1 /61/2025-26-01
Closing date and time	**25 November 2026, 11h00am**

iThemba LABS recognises the date and time as recorded on its systems for closure purposes

HIGH LEVEL SUMMARY OF BID REQUIREMENTS

The glove box is required to support the safe synthesis and handling of astatine-211 (^{211}At), a short-lived alpha-emitting radionuclide used in targeted cancer therapy. Due to its radiological hazards, a glove box is essential to provide a controlled, shielded environment that ensures operator safety and product integrity.

The glove box will serve as the primary containment for the ^{211}At radiopharmaceutical synthesis module, meeting regulatory, radiation safety, and GMP requirements. It is a critical infrastructure for the production of ^{211}At.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).

Bid response documents are deposited in the tender box situated physically at:

Physical address: iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131 **Tender box opening hours** 08:00 am till 16:30 pm **GPS Coordinates** Latitude: 34°1'56'' S Longitude: 18°43'64'' E **Dimensions of tender box opening** 300 mm x 20 mm	**Addressed as follows:** iThemba LABS Cape Town Main Security Gate Old Faure Road Faure Western Cape **7131**

Bid response documents can also be submitted via email to scm3@tlabs.ac.za

Number of ORIGINAL bid documents for contract signing (if submitted to tender box)	**1**

Bidders must submit the above sets of original bid documents (including the bidder's response to the specification

and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.			
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially)**:**		1 electronic document as secured PDF	
TWO ENVELOPE SYSTEM		**YES**	
BID VALIDITY PERIOD FROM DATE OF CLOSURE		150 days	
Bidding procedure enquiries are directed in writing to:		**Technical information queries are directed in writing to:**	
Section	Supply Chain Management	Section	Nuclear Medicine
Contact person	iThemba LABS SCM Team	Contact person	iThemba LABS SCM Team
E-mail address	scm3@tlabs.ac.za	E-mail address	scm3@tlabs.ac.za

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			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

SUPPLIER INFORMATION

Does the entity have a permanent establishment in the RSA?	❑ Yes ❑ No
Does the entity have any source of income in the RSA?	❑ Yes ❑ No
Is the entity liable in the RSA for any form of taxation?	❑ Yes ❑ No

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.

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 or in the manner prescribed in the bid document and not retyped
3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7.1).

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
3.	Application for tax compliance status (TCS) pin may be 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.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

STANDARD BIDDING DOCUMENT (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.

2.2

Full Name	Identity Number	Name of State institution

[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.

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[2] will not be construed as collusive bidding.

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

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

[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.

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.

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

…… ……

Signature Date

…… ……

Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS [SBD6.1]

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. **GENERAL CONDITIONS**

1. The following preference point systems are applicable to all bids:

1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

2. the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

2. The applicable preference point system for this tender is the [90/10] [80/20] preference point system.

3. Points for this tender shall be awarded for:

a. Price; and

b. Specific Goals.

The maximum points for this bid are allocated as follows:	**POINTS**
PRICE	80]
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

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

5. The NRF reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the NRF.

2. **DEFINITIONS**

2.1 "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;

2. "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

3. "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and

includes all applicable taxes;

4. "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
5. "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. **POINTS AWARDED FOR PRICE**

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 :	$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	OR	**90/10 :**	$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

2. POINTS AWARDED FOR SPECIFIC GOALS

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 bid. For the purposes of this bid the bidder will be allocated points based in the goals stated in the table below as may be supported by proof/documentation stated in the conditions of this bid:

Scorecard 2: Generic Scorecard for Bids > R1 Million		
Specific Goals	**Number of points allocated (80/20 system) (to be completed by the NRF)**	**Number of points allocated (80/20 system) (to be completed by the bidder)**
B-BBEE Level of contributor: • Level 1 to Level 3 • Level 4 to Level 6 • Level 7 to Level 8	4 Points 4 2 1	

Ownership: • Supplier that is at least 51% Black-owned. • Supplier that is at least 51% Black female-owned. • Supplier that is at least 51% Black youth-owned. • Supplier that is at least 51% owned by People with Disabilities.	8 Points 3 3 1 1	
Support for SMMEs[3]: • EMEs • QSEs	2 Points	
Community Development[4]: • Direct Job Creation; and/or • Investment in Local Community; and/or • Local sourcing.	2 Points	
Enterprise and Supplier Development[5]: • Number of ESD beneficiaries, and/or • Investment in ESD.	4 Points	

Proof or evidence to be provided by bidders claiming points for specific goals:

1. B-BBEE Level of contributor
   - Valid BBBEE certificate or sworn affidavit
2. Ownership and SMMEs
   - Valid BBBEE certificate or sworn affidavit
3. Direct Job Creation
   - Signed commitment schedule indicating number of jobs to be created, job categories (skilled, semi-skilled and unskilled) and duration of employment.

- Certified payroll records, UIF (Unemployment Insurance Fund) declarations, Copies of employment contracts, Monthly or quarterly labour reports, Certified copies of employee ID documents (to confirm local employment).

4. Investment in local community
   - Plan on direct investment in local community during and/or after the conclusion of the contract.
   - Confirmation letter from a recognised authority (e.g., councillor or traditional leader) confirming community development initiative.
5. Local sourcing
   - A plan on direct investment in local sourcing from local community during and/or after the conclusion of the contract.
6. Enterprise and Supplier Development (ESD)
   - List of targeted beneficiaries with business name, registration number and ownership profile (e.g. black owned, black women-owned, black youth-owned).
7. Investment in ESD
   - ESD plan detailing percentage (%) of contract value committed to ESD, type of support (either financial, training, mentorship and equipment) and list of intended beneficiaries.

BID DECLARATION

Bidders who claim points in respect of [insert specific goals in relation to specific bid] must complete the following:

(insert specific goal/s in relation to specific bid) = ……. (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of (insert evidence required in relation to specific goal/s).

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: …….

VAT registration number: ……

Company registration number:…….

TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture /Consortium

☐ One person business/sole proprietor

☐ Close corporation

☐ Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business: ……

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

1. The information furnished is true and correct;

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

3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.3 and 2, the service provider may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;

4. 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 NRF may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or service provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

…… **SIGNATURE(S) OF TENDERER(S)** **SURNAME AND NAME**: …… **DATE:** …… **ADDRESS**: …… …… ……

BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.
I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

BID SIGNATURE (SBD 1)

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

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

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	