BID INVITATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS DETAILED IN THIS DOCUMENT

NRF/SAEON/SAPRI/02/2026-27B

Storage rental space for the South African Environmental Observation Network: Egagasini Nodes Marine Sampling Equipment based in Cape Town for a period of five (5) years)

ATTENTION – FRAUD ALERT

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**.

BID INFORMATION	
Bid number:	**NRF/SAEON/SAPRI/02/2026-27B**
Bid Title:	**Storage rental space for the South African Environmental Observation Network: Egagasini Nodes Marine Sampling Equipment based in Cape Town for a period of five (5) years)**
Compulsory Briefing Session:	Yes
Venue and address where Briefing Session is held:	Online: Google Meet Link: Video call link: https://meet.google.com/cfs-emrq-zti Or dial: (ZA) +27 10 823 0695 PIN: 875 650 477# More phone numbers: https://tel.meet/cfs-emrq-zti?pin=8870721513955
Date and time of Briefing Session:	29 July 2026 at 11:00
Closing Date and Time of Bid Submission:	10 August 2026 at 11:00AM
Bid Submission:	Electronic submissions must be sent to tenders@saeon.nrf.ac.za
Bid Packaging and delivery:	-Tender e-submission instructions steps to follow: Go to the national treasury e-tender website[www.etenders.gov.za]. Log in to the portal using your Central Supplier Database (CSD) credentials; Browse opportunities and select currently advertised to find eSubmission tenders; Download and read all documents carefully; Prepare required files (company profile, tax PIN, B-BBEE, pricing, forms); Apply for a tender and upload documents on the portal; Submit **before the Deadline**; Save confirmation/reference number. **https://admin.etenders.gov.za//Identity/Account/Login?ReturnUrl=%2F/**

SUMMARY OF BID REQUIREMENTS	
Bid validity period from date of closure:	**Ninety (90)** days

BID SUBMISSION	
1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC), and any other legislative requirements, if applicable to this bid. These are included in this document, thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form **(SDB7.2 – Contract form for the rendering of services**) for this contract.

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

BID ENQUIRIES	
Enquiries must be submitted before:	**In seven (7) working days from the closing date of this bid**

SIGNATURE OF BIDDER: ……………………………………………….

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………….

(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………….

PART A

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**NRF/SAEON/SAPRI/02/2026-27B**	CLOSING DATE:	**10 August 2026**	CLOSING TIME:	**1100: AM**
DESCRIPTION	**Storage rental space for the South African Environmental Observation Network: Egagasini Nodes Marine Sampling Equipment based in Cape Town for a period of five (5) years)**				
BID ELECTRONIC RESPONSES BY SAEON TENDERS EMAIL OR NATIONAL TREASURY E-SUBMISSION					

Two folder system

SAEON, in the interests of transparent procurement, utilises the two-folder system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two electronic folders. The first folder shall contain the technical and compliance response and the second shall contain only the pricing response. Bidders must ensure that they do not indicate any financial information in the first folder.

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

- First Folder part A: Bid Forms and Compliance Response
- First Folder part B: Technical Response (response to scope of work)

Second Folder: Financial quote

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Supply Chain Management**	CONTACT PERSON	**Supply Chain Management**
TELEPHONE NUMBER	**012 534 3618**	TELEPHONE NUMBER	**012 534 3618**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	tenders@saeon.nrf.ac.za	E-MAIL ADDRESS	**tenders@saeon.nrf.ac.za**
SUPPLIER INFORMATION			
NAME OF BIDDER			

POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

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

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: …………………………………………….

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………………….

(Proof of authority must be submitted e.g. company resolution)

DATE: …………………………….

PART A – THE BID

A1. INTRODUCTION TO THE NRF

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

A2. BACKGROUND TO SOUTH AFRICAN ENVIRONMENTAL OBSERVATIONS NETWORK (SAEON)

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

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

BACKGROUND TO SAPRI

The South African Polar Research Infrastructure (SAPRI) is a Department of Science, Technology and Innovation (DSTI) funded Research Infrastructure established under the South African Research Infrastructure Roadmap (SARIR) Initiative. The SAPRI comprises four Integrated Facilities (IFs) that will look at the procurement, maintenance and provisioning of key research infrastructure to the wider marine science community to undertake cutting-edge marine science projects in the oceanic (including benthic and marginal sea ice zone), atmospheric and terrestrial space. The SAPRI is managed by the South African Environmental Observation Network (SAEON), an entity of the NRF.

THE NEED FOR THIS PROCUREMENT WITHIN SAEON

Appointment of a service provider to provide Storage rental lease space for the South African Environmental Observation Network (SAEON: SAPRI) Egagasini Nodes Marine Sampling Equipment based in Cape Town for a period of five (5) years, which the first two years will be fixed and the remining three years will be variable with three months' notice to be provided

A3. HIGH-LEVEL BID REQUIREMENTS

A4. SCOPE OF WORK

A4.1. OUTPUT OBJECTIVES OF THE SCOPE OF WORK

A secure storage facility with the following requirements:

• At total floor space of 100 square metres.

• Entrance to be the size of a single standard garage door.

- If the unit is not on the ground floor, appropriate lifting equipment (hoist or goods lift) should be provided to lift at least a 1-ton item to the entrance of the unit

24-hour access control.

-24-hour security

- Electric perimeter fencing and security surveillance and response.
- Fire detection and alarm system.
- Secure parking and access to material handling (I.e. trolley) facilities.
- Lights
- Facility should be situated within 10 km of the Department of Environment Forestry and Fisheries offices in Foreshore, Cape Town (SAEON Egagasini office, 33°55'11.7"S 18°25'59.3"E).

A4.2. SERVICES TO BE SUPPLIED

Storage facilities - Types of instruments are Marine Research Equipment's.

A4.9. METHOD OF VERIFYING DELIVERY AND PERFORMANCE

Service Level	Performance Standard	Target	Penalties/ Consequences or remedies
Availability of storage space	A secure storage space of at least 100 m², allocated to SAEON for a 5Yrs period lease agreement with required space specified. **NB** 2 years fixed and 3-year variable with 3 months' notice.	100% availability of contracted storage space throughout the contract period.	Issue of non-performance; if bidder doesn't comply with this; they should not be appointed
Access control and operational availability	Facility provides 24-hour controlled access to authorised SAEON personnel, with access systems fully operational always.	Uninterrupted 24/7 access with no unauthorised entry incidents. In-case of a break-in or theft, investigations will be held and contract may be terminated.	Issue of non-performance; May result in penalties immediately or contract termination (refer to GCC 22).
Fire safety systems	Fire detection and alarm systems are installed, compliant with relevant safety standards, tested, and fully operational always.	100% functionality and compliance throughout the contract period.	Issue of non-performance; immediate remediation required. Failure to comply may result in contract termination (refer to GCC 22).

Parking and material handling facilities	Secure parking and trolley facilities is maintained and accessible for loading and offloading of equipment (Technicians are responsible for equipment handling).	Facilities available and operational whenever access is required	Issue of non-performance; corrective action required. Persistent failure may lead to contract termination (refer to GCC 22).

A4.10. DELIVERY TIMING

The SAPRI (SAEON) is based in Cape Town, South Africa and is the proposed delivery location.

A4.12. SUPPORT SERVICE

Receipt of a complete technical documentation and maintenance support information, including manuals, SOPs, winch/deployment requirements, lifespan indication, warranty terms, and confirmation of local maintainability by trained institutional technical staff.

A4.15. CONTRACT MANAGEMENT/MANAGER

1 **Specify method of delivery and conditions for determining successful delivery after contract (SBD 3.1) is signed**

1.1 The SAPRI (SAEON) is based in Cape Town, South Africa and is the proposed delivery location and storage facility.

Delivery address:

5th Floor, Foretrust Building, 10 Martin Hammerschlag Way Foreshore

Cape Town

8001

2 **Contract Manager**

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

3 **Contract Communication**

3.1 The NRF communicates in writing including through email.

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

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

A5. PERFORMANCE MANAGEMENT AND KEY PERFORMANCE INDICATORS

1. The service provider and the NRF's contract manager review the initial performance, including service levels as set out in this document, to support the contract delivery.
2. Both parties agree on the final set of performance levels, including measurable key performance indicators with minimum thresholds as well as trigger points for penalties and/or bonuses in writing. Both parties sign the agreed performance levels and append them to this contract.
3. The performance level indicators are maintained monthly, with review of performance levels after the first three months against the expected requirements of the contract.
4. Where both parties agree to a variation of these performance levels, both parties will meet and agree on the revised performance levels in writing, sign and append to this contract.
5. Each performance level document states the agreed performance levels, the date effective from, performance penalties, performance bonuses, cost saving sharing, and any matter forming part of such performance levels.
6. The service provider and the NRF's contract manager review the current agreed performance levels after every six months.
7. The service provider and the NRF's contract manager measure delivered performance against the performance levels as agreed in accordance with this document.
8. Management of poor performance:
    a. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause.
    b. Both parties will agree to a correction plan and will implement it.

c. Both parties will monitor the corrective actions to ensure performance levels are at the agreed minimum.

d. Both parties will assess the applicability of penalties to the incurred poor performance and apply these,

9. The service performance levels are:

PERFORMANCE KEY PERFORMANCE INDICATORS (KPI) AND PENALTIES PROJECT SPECIFIC			
Performance being measured	**Measurement**	**Penalty trigger level**	**Penalty**
Delivery KPIs	Time elapsed between the appointed bidder receiving the purchase order and delivering in accordance with the purchase order	Not delivered at the specified date and time	GCC clause 22 will be applicable.
Installation and configuration KPIs	Meets the agreed deadlines	Agreed deadline not achieved.	GCC clause 22 will be applicable.
Quality of rendered service(s)	Meets the agreed requirements	Requirements are not achieved	5% of total invoice value

A6. BID SELECTION					
STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND FORMS					
NOTE: All mandatory criteria must be met to proceed to the next stage of evaluation. All SBD forms indicated as mandatory must be completed and signed by bidders. However, NRF may apply discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature and may not pertain to the substance of the bid, such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid. Each member of a joint venture, or consortium, must submit separate SBD 1, 4 and 6.1 returnable forms.					
Document description	**Weight (Mandatory/Administrative/Optional)**	**Criteria**	**Grading Scheme**	**Document Reference**	**BEC Verification**
SBD1 Form (Invitation to Bid)	**Administrative**	Has the bidder completed the SBD 1 form?	YES/NO		YES/NO
SBD (3.1) Form or a price quotation (Pricing Schedule) – submitted in a separate electronic folder	**Mandatory**	Has the bidder submitted its price offer for the services offered?	YES/NO		YES/NO

SBD 4 Form (Bidder's Disclosure)	**Administrative**	Has the bidder completed the SBD 4 form? Has the bidder made any disclosure which would preclude it from responding to this bid?	YES/NO		YES/NO
SBD 6.1 Form (Preferential Points Claim Form)	**Mandatory**	Has the bidder completed the SBD 6.1 form?	YES/NO		YES/NO
Tax compliance documentation as per options in the SBD 1	**Administrative**	Is the tax status "green"/up to date on tax obligations (CSD report/SARS PIN/Tax certificate)?	YES/NO		YES/NO
Central Supplier (service provider) Database Detail Report	**Administrative**	Has the bidder submitted a valid Central Supplier Database Detail Report?	YES/NO		YES/NO
A business or company profile	**Administrative**	Has the bidder submitted a business or company profile?	YES/NO		YES/NO

STAGE 2 – FUNCTIONALITY REQUIREMENTS

NOTE: Failure to submit evidence that the bidder meets the functional requirements specified in this section will result in disqualification. No second opportunity will be given to submit evidence not submitted, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will be suffered by any other bidder.

Similarly, disqualification will result where the evidence submitted does not satisfy the assessment methodology for each functional requirement.

Functional Requirement	**Weight (Mandatory/Optional)**	**Evidence required**	**Assessment**	**Document Reference**	**BEC Verification**
Space Requirement	Mandatory	Is the bidder able to provide 100 square meter space? Site visit must take place to inspect the requirements based on criteria	GO/NO GO		

Fire detection and alarm systems	Mandatory	Is the bidder able to provide Fire detection and alarm systems are installed, compliant with relevant safety standards, tested, and fully operational always.? Bidder to provide certification stating this	GO/NO GO		
Access control and operational availability	Mandatory	Does the bidder able to provides 24-hour controlled access to authorised SAEON personnel, with access systems fully operational at all times?	GO/NO GO		

Security infrastructure and response	Mandatory	Is the facility equipped with electric perimeter fencing, security surveillance, and active security response are fully functional and monitored at all times?	GO/NO GO		
Plug points	Optional	Do storage units have access to plug points in or near the unit? It would be nice to have for testing equipment from time to time?	GO/NO GO		
Lighting	Mandatory	Do storage units have appropriate lighting? For safer equipment handling and access?	GO/NO GO		

As part of evaluation process the NRF SAEON will conduct a site visit with the shortlisted bidders to verify the above-mentioned information. The proper arrangements will be made with the shortlisted bidders with regard to the date and time. All bidders to confirm the possibility of access for a site inspection. The shortlisted bidders must be able to give access to SAEON in order to confirm the above and arrangements will be made for a site visit

HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE?	YES – PASS TO PRICING	NO- DISQUALIFIED

STAGE 3 – PRICE AND PREFERENCE

Bids which meet the minimum requirements for Stage 2, will be evaluated on price and preference as follows –

CRITERIA	POINTS
PRICE	[80]
PREFERENCE	[20]
TOTAL POINTS FOR PRICE AND PREFERENCE	100

PRICING

Functional Requirement	Weight (Mandatory/Administrative/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
The pricing schedule has been completed.	Mandatory	Completed SBD3.1 and or official Quotation on company letterhead.			
No arithmetic errors including totalling and cross casting in the Pricing schedule – SBD 3.1	Mandatory				
The price offer and supporting documents states the country of origin, brand details, and model details.	Mandatory				
The price offer complies with the scope of work.	Mandatory				
The price offer meets the stated equipment specifications in the scope of work.	Mandatory				

The price offer stated the lead times where these are different to the required lead times in the scope of work (if applicable).	**Optional**				
The foreign exchange pricing table supports the offer and complies with the scope of works (if applicable).	**Optional**				
The price component and escalation table based on the comparative price assumptions are completed correctly and supports the price offer (if applicable).	**Optional**				
The price offer meets the compulsory specification and standards stated in the scope of work.	Mandatory				

The targeted procurement points being claimed are supported by independent verification support document.					
The targeted procurement objectives are supported i.e. development of SMEs through sub-contracting.	**Optional**				
The evidence supplied supporting the objective grounds claim are verifiable and true.	**Optional**				
NRF DECISION ON ACCEPTANCE INTO THE AWARDING COMPETITION (Per PPPFA section 1)					
CAN THE SERVICE PROVIDER EXECUTE THIS CONTRACT AT THE PERFORMANCE STANDARD SET?					YES/NO

A7. BID PREPARATION	
BIDDING INSTRUCTIONS	
1.	Definitions

1.1	"<u>B-BBEE</u>" means the Broad-Based Black Economic Empowerment Act, Act No 53 of 2003. "<u>Bid</u>" means a written offer in this prescribed format responding to the NRF's invitation to supply goods, services, and/or works. "<u>Competitor</u>" means any individual or organisation, other than the bidder, whether or not affiliated with the Bidder, who has been requested to submit or potentially could submit a response to this Bid invitation or provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder. ''<u>EME</u>'' means Exempted Micro Enterprise with an annual Total Revenue of R10 million or less. ''<u>Enterprise and Supplier Development (ESD)</u>'' means a priority element within the amended B-BBEE Codes of Good Practice comprised of Preferential Procurement, Enterprise Development and Supplier Development. "<u>Equipment</u>" means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output. "<u>Fronting or non-beneficial owner</u>" means the misrepresentation of facts on whom has the skills and competence to deliver this contract by placing a person or entity to stand in for the real beneficial owner on an unequal relationship of control and benefits not found in arm's length transactions. Examples are the deliberate circumvention of legislation for example window-dressing, tokenism, benefit diversion, money laundering, opportunistic Intermediaries. "<u>Gender neutral</u>" means words in one gender e.g. masculine includes all genders e.g. feminine, neuter. "<u>Input specification</u>" means the description with standards of the required item. ''<u>Local Content</u>'' means that portion of the product whose manufacturing process takes place within South Africa, from input materials, raw materials, and/or components that were sourced in South Africa. "<u>Offer</u>" means a bid or quotation or a proposal. "<u>Output specification</u>" means the listing of the functionality of the procured item or scope of works performs to meet the objectives of the contract. ''<u>QSE</u>'' means Qualifying Small Enterprise with an annual Total Revenue of between R10 million and R50

	million. "Service provider" means the provider of goods, services, or/and works i.e. service provider, supplier, consultant, specialist, contractor. Should" means a choosing from a range of options. "Singular/Plural" means in this document words in the singular also mean in the plural and vice versa unless precisely stated. "Specific Goals" means specific goals as contemplated in Section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. "Will" is defined as the same meaning as "must".
2.	**Date and time**
2.1	The NRF recognises the Central Africa Time (CAT) date and time as recorded on its own bidding and/or email systems for meeting the closure deadlines.
3.	**Late bids**
3.1	Bids received after the closing time and/or date will not be considered.
4.	**Authority of bid signatory**
4.1	The bid must be signed by a person duly authorised to do so.
5.	**Clarification of the bid**
5.1	Bid enquiries may be directed, in writing, to the contact persons listed on the cover page of this bid document.
5.2	Responses to bid enquiries will be provided in writing. If possible, responses will be sent to all prospective bidders.
5.3	Where no briefing session is held, the NRF may publish the clarification responses on the NRF website.

5.4	The last date for the submission of enquiries shall be **three (3) working days** from the closing date of the tender.
6.	**Bid preparation costs**
6.1	Bidders will be responsible for all costs related to the preparation and submissions of their bids.
7.	**Tender Briefing Session and Site Visit**
7.1	Where applicable, the arrangements for a compulsory or non-compulsory tender briefing session and / or site visit are as stated in the Invitation to Tender.
7.2	Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the tender requirements.
7.3	Where the briefing session or site visit is compulsory, bidders not represented at such briefing session or site visit will be precluded from submitting a bid.
8.	**Counter proposals**
8.1	No counter proposals will be accepted.
9.	**Alterations to the bid document**
9.1	Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by the NRF. Any alterations made to the content of this bid document other than those mandated by the NRF will result in tender disqualification.
10.	**Submitting a tender offer**
10.1	Submission with signatures must be in PDF format. Each file (i.e., the two-envelope submission) must be password-protected. The NRF accepts Advanced Electronic Signatures (AES) as defined in the Electronic Communications and Transactions Act, 25 of 2002 (as amended). Bidders may use approved secure e-signature platforms that comply with South African legal requirements.

10.2	The files must have password protection. The passwords must be in a separate file from the email address given, as specified in the bid document. The communication of the passwords must not be submitted before the bid closes, may be submitted 1 minute after bid closure, and must be submitted no later than 2 days post bid closure.
10.3	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
10.4	Each party to a joint venture or consortium must individually complete and submit the SBD returnable forms included in this bid document.
10.5	Bidders must return all returnable documents and forms after completing them in their entirety.
10.6	The bid document must be submitted in its entirety.
11.	**Eligibility and beneficial ownership disclosure**
11.1	Bidders must disclose their beneficial ownership information in accordance with Companies and Intellectual Property Commission (CIPC) requirements, PFMA Circular 20 of 2019, and anti-money laundering legislation. Failure to disclose or misrepresentation of beneficial ownership will result in disqualification.
12.	**Clarification of bidder's tender offer after submission**
12.1	Bidders may be required to clarify aspects of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
12.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.
13.	**Central Supplier Database registration**
13.1	No award may be made to a bidder who is not registered with the National Treasury Central Supplier Database (CSD).

13.2	Bidders not registered with CSD are not precluded from submitting bids, but must be registered prior to award of the tender.
14.	**Tax compliance status**
14.1	No award will be made to any bidder whose tax matters have not been declared to be compliant by the South African Revenue Services (SARS).
14.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
14.3	At point of award, the preferred bid will be disqualified if the bidder is not tax compliant, and fails to ensure tax compliance within a minimum of 7 days of notification, or within such extended time-frame as may be granted by the NRF in writing.
15.	**Due Diligence during Bid Evaluation**
15.1	During the evaluation of the bid, the NRF reserves the right carry out such due diligence on shortlisted bidders as it deems necessary, which due diligence may include requiring shortlisted bidders to submit reference letters from clients for whom similar services have been provided.
15.2	Where reference letters are requested, they must comply with performance indicators specified by the NRF.
15.3	A bid may be disqualified where reference letters provided do not satisfy the performance indicators specified.
16.	**Invalid bids**
16.1	Tenders shall be invalid if –
16.1.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
16.1.2	The bidder is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
16.1.3	The bidder has been restricted from doing business with any Organ of state.

17.	**Price negotiations prior to award**
17.1	The award of this tender may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not considered to be reasonable or market related.
17.2	The NRF reserves the right to reject overpriced or under-priced bids, which are priced significantly higher or lower than the estimated market value.
18.	**Cancellation of the bid prior to award**
18.1	The NRF reserves the right to cancel this bid at any time before award, where -
18.1.1	Due to changed circumstances, there is no longer a need for the services specified in this tender.
18.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
18.1.3	No bids meet the required specifications.
18.1.4	There is a material irregularity in the tender process.
19.	**Extended validity period**
19.1	The NRF reserves the right to extend the validity period of this invitation: Bidders may either accept or reject the extended validity period and those who do not wish to extend the validity period would be regarded as non-responsive and would be excluded from further assessment.
20.	**Tender award**
20.1	The tender will be awarded to the bidder with the highest combined score for price and preference, unless other objective criteria, specified in the tender document, applies.
20.2	The award will be subject to final verification of the bidder's tax compliance status.
20.3	The NRF conducts final checks on the bidder's tax status and on the stated mandatory exclusions; then signs the standard contract acceptance form with the awarded bidder.

20.4	The standard contract acceptance form (**SBD7.2)** or the written contract states the commencement date of the contract.
20.5	The NRF retains the signed contracts in the contract registry with copies distributed to the relevant contract role players.
21.	**Disclosure of bids received**
21.1	Bids are open and competitive. The publishing of the bids received is on the appropriate NRF website, National Treasury's E-Tender Portal, and other electronic sites originally advertised on. The disclosure data is the service provider's name and, where possible, tendered price, B-BBEE Level Status of Contributor and Conflict of Interest Declaration.
22.	**Original documents**
22.1	The NRF retains the original emailed document set as the defined original for contract purposes for physical and electronic storage.
22.2	The NRF makes electronic copies for eligibility selection and for awarding competition purposes.
23.	**Legislative References**
23.1	This bid process and resulting contract are governed by the Public Finance Management Act, 1999 (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act, 2000 (PPPFA), the latest National Treasury Instruction Notes, and section 217 of the Constitution.
24.	**Collusion, fraud and corruption**
24.1	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in disqualification of the bid concerned.
24.2	**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.**
25.	**Fronting**

25.1	The NRF supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, the NRF condemns any form of fronting.
25.2	The NRF's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
25.3	Should the NRF have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given **7 days from the date of notification** to provide evidence refuting the finding of fronting.
25.4	Should the bidder be unable to satisfactorily refute such finding, the NRF reserves the right to disqualify the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict the bidder from conducting business with the public sector for a period not exceeding 10 years, and exercise any other available remedies.
26.	**Disclaimers**
26.1	The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the bidders in connection therewith.

PART B - RETURNABLE DOCUMENTS AND SCHEDULES

BIDDER'S DISCLOSURE (SBD 4)

1.PURPOSE OF THE FORM

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

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

2.Bidder's declaration

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

employed by the state?

YES/NO

2.1.1If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

YES/NO

2.2.1 If so, furnish particulars:

………………………………………………………………………………………

………………………………………………………………………………………

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

2.3.1If 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.

3.2I 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 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.

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

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

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

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

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

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**

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

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

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

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

1.3. 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

1.4. 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.

1.5. 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;

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

2.3 "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

2.4 "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

2.5 "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:

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. **Bidders to submit either a valid BBBEE certificate, affidavit or CIPC ownership certificate as a proof to earn points.**	8 Points 3 3 1 1	
Support for SMMEs[1]: • EMEs • QSEs **Bidders to submit either a valid BBBEE certificate, affidavit or CIPC ownership certificate as a proof to earn points.**	2 Points	
Community Development • Direct Job Creation: **Provide a proof of hiring people within South Africa over the past 5 years (Profile or schedule report indicating the number of employed South African)**	2 Points	
Enterprise and Supplier Development (ESD) • Number of ESD beneficiaries **Provide proof or evidence in previous ESD development (E.G ESD Contracts or attendance register of the previous ESD programmes in your company or meeting organised by your company or any proof of -Financial support, operational support, grants or donations etc developing SMME's**) **NB- EME's and QSEs with sworn affidavits will automatically be given maximum points as part of NRF Enterprise & Supplier Development Strategy as such suppliers may be unable to develop others**	4 Points	

[1] If a bidder is an EME or QSE, such enterprises will score maximum points allocated for this specific goal.

TOTAL POINTS	20	

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: ……………………………………………

……………………………………………..

PART C - CONTRACT CONDITIONS

CONTRACT PERIOD

The contractual period for this bid is five (5) years, which the first two years will be fixed and the remining three years will be variable with three months' notice to be provided with commencing from the date of final signature on the SBD 7.2 Contract Signing Form.

CONTRACT COMMENCEMENT DATE (If applicable)

This contract shall commence on the commencement date and shall continue for the initial period, unless terminated by any of the contracted parties in accordance with Clauses GCC22, GCC23, and GCC25.

CLASSIFICATION OF CONDITIONS OF CONTRACT

The General Conditions of Contract are core to the contract and are free of changes. The NRF selects the General Conditions of Contract aligning with its procurement strategy of this contract. The General Conditions of Contract for this document is:

1. The National Treasury's General Conditions of Contract as published on the National Treasury's website.

The NRF sets out changes and additions to the selected General Conditions of Contract specifically for this contract in separate categories of Conditions of Contract. These are:

1. The Special Commercial Conditions of Contract.
2. The Special Technical Conditions of Contract.

Where there is conflict, the provisions of the Special Conditions of Contract shall prevail over the core General Conditions of Contract.

GENERAL CONDITIONS OF CONTRACT

In the General Conditions of Contract words in the singular, also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words "will" mean "must".

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

1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
2. "Contract" means the written agreement entered into between the NRF and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
3. "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
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.
5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
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.
7. "Day" means calendar day.
8. "Delivery" means delivery in compliance of the conditions of the contract or purchase order.
9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
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 service provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the Republic of South Africa at lower prices than that of the country of origin and which have the potential to harm the local industries in the Republic of South Africa.
12. "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the NRF in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
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 party, and includes collusive practice among service provider (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NRF of the benefits of free and open competition.
14. "GCC" mean the General Conditions of Contract.

	15. "Goods" means all of the equipment, machinery, and/or other materials that the service provider is required to supply to the NRF under the contract. Equipment means goods. **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 service provider or its sub- service provider) 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. **17.** "Local content" means that portion of the price, which is not included in the imported content if local manufacture does take place. **18.** "Manufacture" means the production of products in a factory (or similar manufacturing facilities) using labour, materials, components, and machinery and includes other related value-adding activities. **19.** "Order" means an official written order issued for the supply of goods or works or the rendering of a service. Commonly called a purchase order. **20.** "Project site", where applicable, means the place indicated in the contract documents. **21.** "Purchaser" means the National Research Foundation (NRF). **22.** "Republic" means the Republic of South Africa. **23.** "SCC" means the Special Conditions of Contract. **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 service provider covered under the contract. **25.** "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC 2	Application
	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.** Where applicable, special conditions of contract are laid down to, cover specific supplies, services or works. **3.** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General

	1. Unless otherwise indicated in the contract documents, the NRF 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. **2.** With certain exceptions (National Treasury's e-Tender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
	The goods supplied shall conform to the standards mentioned in the contract documents and specifications.
GCC 5	Use of contract documents and information
	1. The service provider shall not, without the NRF's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NRF in connection therewith, to any person other than a person employed by the service provider 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. **2.** The service provider shall not, without the NRF's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. **3.** Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the NRF and shall be returned (all copies) to the NRF on completion of the service provider's performance under the contract if so required by the NRF. **4.** The service provider shall permit the NRF to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the NRF, if so required by the NRF.
GCC 6	Patent rights
	1. The service provider shall indemnify the NRF 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 NRF.
GCC 7	Performance security
	1. Within thirty days (30) of receipt of the notification of contract award, the successful service provider shall furnish to the NRF the performance security of the amount specified in SCC.

	2. The proceeds of the performance security shall be payable to the NRF as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract. **3.** The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the NRF and shall be in one of the following forms: a. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the NRF's country or abroad, acceptable to the NRF, in the form provided in the contract documents or another form acceptable to the NRF; or b. Cashier or certified cheque. **4.** The performance security will be discharged by the NRF and returned to the service provider within thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC 8	Inspections, tests and analyses
	1. All pre-bidding/contract testing will be for the account of the service provider. **2.** If it is a contract 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 service provider shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on behalf of the NRF. **3.** If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the NRF shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. **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 NRF. **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 service provider shall defray the cost in connection with these inspections, tests, or analyses. **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.

	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 service provider 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 service provider cost and risk. Should the service provider fail to provide the substitute supplies forthwith, the NRF may, without giving the service provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the service provider. **8.** The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the NRF to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC 9	Packing
	1. The service provider 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. **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 NRF.
GCC 10	Delivery and Documentation
	1. Delivery of the goods shall be made by the service provider in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC. **2.** Documents submitted by the service provider specified in SCC.
GCC 11	Insurance
	1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

GCC 12	Transportation
	1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC 13	Incidental services
	1. The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. Furnishing of tools required for assembly and/or maintenance of the supplied goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. 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 service provider of any warranty obligations under this contract; and e. Training of the NRF's personnel, at the service provider's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. **2.** Prices charged by the service provider 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 service provider for similar services.
GCC 14	Spare parts
	1. As specified in SCC, the service provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the service provider: a. Such spare parts as the NRF may elect to purchase from the service provider, provided that this election shall not relieve the service provider of any warranty obligations under the contract; and b. In the event of termination of production of the spare parts: i. Advance notification to the NRF of the pending termination, in sufficient time to permit the NRF to procure needed requirements; and ii. Following such termination, furnishing at no cost to the NRF, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC 15	Warranty

	1. The service provider 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. **2.** The service provider 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 NRF's specifications) or from any act or omission of the service provider that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. **3.** 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. **4.** The NRF shall promptly notify the service provider in writing of any claims arising under this warranty. **5.** Upon receipt of such notice, the service provider 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 NRF. **6.** If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the NRF may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights, which the NRF may have against the service provider under the contract.
GCC 16	Payments
	1. The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC. **2.** The service provider shall furnish the NRF with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. **3.** Payments shall be made promptly by the NRF, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider. **4.** Payment will be made in Rand unless otherwise stipulated in SCC.
GCC 17	Prices
	1. Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in its bid, with the exception of any price adjustments authorized in SCC or in the NRF's request for bid validity extension, as the case may be.

GCC 18	Contract amendment
	1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC 19	Assignment
	1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the NRF's prior written consent.
GCC 20	Subcontract
	1. The service provider shall notify the NRF 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 service provider from any liability or obligation under the contract
GCC 21	Delays in service provider's performance
	1. Delivery of the goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by the NRF in the contract. 2. If at any time during performance of the contract, the service provider or its sub-service provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the service provider shall promptly notify the NRF in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the NRF shall evaluate the situation and may at his discretion extend the service provider'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. 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. 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 service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available. 5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

	6. Upon any delay beyond the delivery period in the case of a supplies contract, the NRF 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 service provider'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 service provider.
GCC 22	Penalties
	1. Subject to GCC Clause 25, if the service provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the NRF 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 NRF may also consider termination of the contract pursuant to GCC Clause 23.
GCC 23	Termination for default
	1. The NRF, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part: a. If the service provider 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 NRF pursuant to GCC Clause 21.2; b. If the service provider fails to perform any other obligation(s) under the contract; or c. If the service provider, in the judgment of the NRF, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. **2.** In the event the NRF terminates the contract in whole or in part, the NRF may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the NRF for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated. **3.** Where the NRF terminates the contract in whole or in part, the NRF may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

	4. If the NRF intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the NRF may regard the intended penalty as not objected against and may impose it on the service provider. **5.** Any restriction imposed on any person by the NRF will, at the discretion of the NRF, 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 NRF actively associated. **6.** If a restriction is imposed, the NRF must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: a. The name and address of the service provider and / or person restricted by the NRF; b. The date of commencement of the restriction c. The period of restriction; and d. The reasons for the restriction. **7.** These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. **8.** If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC 24	Anti-dumping and countervailing duties and rights
	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.

	2. 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 service provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service provider 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
GCC 25	Force Majeure
	1. Notwithstanding the provisions of GCC Clauses 22 and 23, the service provider 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. **2.** If a force majeure situation arises, the service provider shall promptly notify the NRF in writing of such condition and the cause thereof. Unless otherwise directed by the NRF in writing, the service provider 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.
GCC 26	Termination for insolvency
	1. The NRF may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NRF.
GCC 27	Settlement of disputes
	1. If any dispute or difference of any kind whatsoever arises between the NRF and the service provider 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. **2.** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NRF or the service provider 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. **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.

	4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. **5.** Notwithstanding any reference to mediation and/or court proceedings herein, a. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
GCC 28	Limitation of liability
	1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a. The service provider shall not be liable to the NRF, 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 service provider to pay penalties and/or damages to the NRF; and b. The aggregate liability of the service provider to the NRF, 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.
GCC 29	Governing language
	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.
GCC 30	Applicable law
	1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC 31	Notices
	1. Every written acceptance of a bid shall be posted to the service provider 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. **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
GCC 32	Taxes and duties

	1. A foreign service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the NRF's country. **2.** A local service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the NRF. **3.** No contract shall be concluded with any service provider whose tax matters are not in order. Prior to the award of a bid, the NRF must be in possession of a tax clearance certificate, submitted by the service provider. This certificate must be an original issued by the South African Revenue Services
GCC 33	National Industrial Participation Programme
	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.
GCC 34	Prohibition of restrictive practices
	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 service provider(s) was/were involved in collusive bidding (or bid rigging). **2.** If a bidder(s) or service provider(s), based on reasonable grounds or evidence obtained by the NRF, has/have engaged in the restrictive practice referred to above, the NRF 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. **3.** If a bidder(s) or service provider(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the NRF 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 service provider(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 service provider(s) concerned.

E 1: SPECIAL CONDITIONS OF CONTRACT

SCC 1	Copyright and Intellectual Property

1. Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes
   a. 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);
   b. Trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and
   c. 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).
2. Background intellectual property defined as the intellectual property pertaining to this contract. Any of the contracted parties to this contract created and owned such prior to the effective date of this contract.
3. Contract intellectual property defined as intellectual property the parties to this contract create for and in the execution of the contract.
4. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.
5. The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.
6. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.
7. 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.
8. The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.
9. The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.

	10. The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.
SCC 2	Confidentiality
	1. The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not: a. Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. 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. **2.** The recipient shall ensure that any employees, agents, directors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to: 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 recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. **3.** The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: a. Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF; b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; 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 NRF, 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 NRF of such requirement prior to any disclosure. **4.** The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: a. All written disclosures received from the NRF; b. All written transcripts of confidential information disclosed verbally by the NRF; and c. All material embodiments of the contract intellectual property. **5.** The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. **6.** 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. **7.** 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.
SCC 3	Copyright and Intellectual Property in terms of the Protection of Private Information Act
	1. The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. **2.** By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
SCC 4	Performance security form acceptable to the NRF (If Applicable)
	N/A
SCC 5	Advance payment security acceptable to the NRF
	1. The NRF requires an acceptable financial bond where an upfront deposit is paid by the NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.

SCC 6	Insurance specified
	1. The service provider carries insurance of at least 5% of the contract value or R 2 million for public liability, product liability, professional indemnity, and product liability, whichever is greater. The NRF shall be named as co-insured under such policies, and proof of cover must be provided annually. **2.** Without limiting the obligations of the service provider in terms of this contract, the service provider shall effect and maintain the following additional insurances: a. Public liability insurances, in the name of the service provider, covering the service provider and the NRF against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this contract. b. Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the service provider's broker or the insurance company itself.
SCC 7	Incidental Services Instructions
	1. Any incidental services as listed in the GCC13 is only valid where the NRF issues an instruction in the format of a purchase order that states this contract number and specifies the description of the respective service, the quality standard applicable, quantities, unit price, and delivery date. **2.** Each instruction forms an additional part to the original contracted price at the commencement date of the contract.
SCC 8	Spare Parts Instruction and priced spares list
	1. The service provider provides at commencement of the contract a list of spares as determined in the parts list of each equipment. **2.** The service provider provides at commencement of the contract a list of general spares required to maintain each equipment with the respective quality standard applicable to each spare. **3.** The service provider provides for each spare listed whether the spare is in the service provider stock or ordered in from the OEM, with their respective lead times for delivery to the NRF. **4.** The service provider provides a list of each spare and its unit price as at the commencement date of this contract. The service provider provides a new list each time it amends, update or re-prices any item with supported reasons in terms of the pricing mechanism in GCC17.

	5. The NRF and the service provider must agree to the change to the spares price list, sign the new spares price list, and append it this contract. **6.** The service provider undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the NRF in terms of the pricing mechanism in GCC17. **7.** Acquiring spares is only valid where the NRF issues an instruction in the format of a purchase order that states this contract number and specifies the description of the spare, the quantity, agreed unit price, and the required delivery date. **8.** Each instruction forms an additional part to the original contracted price at the commencement date of the contract.
SCC 9	Payment verification
	1. The delivery note includes all forms of proof of fulfilment of all obligations stipulated in the contract at the delivery point. **2.** The delivery note and such other proof must be signed by both the NRF's receiver and the service provider's delivery agent as proof of hand over and verification to the applicable standard and specification. **3.** The NRF pays within 30 days after receipt of invoice or claim from the service provider with the period automatically extended by any delay occasioned by the service provider not providing the invoice with the supporting verification documentation of fulfilment of obligations stipulated in the contract
SCC 10	Contract amendment
	1. The contract only allows amendments to the contract as set out in GCC18 and such amendments form part of the contract. **2.** The contract parties must sign the contract amendment and append it to the principal contract. **3.** Where the contract amendment varies the scope of work, the amendment varies the total contract price as follows: a. The pricing of the scope of work variation is an addition or reduction to the original total contract price. b. Each scope of work variation pricing forms part of the total contract price on an accumulative basis. c. Both parties agree on the scope of work variation pricing. Both parties sign the scope of work variation pricing schedule and append it to the contract.

	4. Where the contract amendment varies the scope of work, the amendment varies the total time of the contract as follows 3.1 Both parties agree on the revised total time of the contract. Both parties sign the revised total time of contract amendment schedule and append it to the contract. **5.** Each purchase order is append to the principal contract.
SCC 11	Pricing conditions
	1. The contract total price is the cumulative value of all the NRF's purchase orders or other instructions issued and paid in compliance with the contract's conditions at the completion date of the contract. **2.** All prices are inclusive of Value Added Tax at rates that SARS specifies with unit rates or where if applicable lump sum rates the NRF will adjust for any variation in the in Value Added Tax rate as gazetted. **3.** The NRF does not accept any variations from contract unit pricing unless the service provider makes an application as follows: a. The service provider notifies the NRF at three months prior to the proposed effective date of the proposal to increase pricing. b. The service provider provides a detailed application for the proposed price variation with detail reasons substantiated by evidence of changes in factors requiring the price variation. c. The NRF will assess the application, clarify with the service provider to understand the rationale, and negotiate on the agreed price variation. d. Both parties will append to the contract the signed price variation schedule. e. For foreign sourced goods, the price variation is on the pricing prior to the application of exchange rates. f. Both parties will agree on the mechanism to adjust for movement in the actual exchange rate between countries.
SCC 12	Price variation applications
	1. The parties agree to a table per price line item of the cost components making up that price in the format of "total item price = component $D_1 + D_2 + D_n$".= 100% **2.** The parties agree to an independent and objective index for applying to each component of the line item price that represents reliable the price variation for that component over time. Both parties append the agreed schedule of indexes per component to the contract. **3.** The service provider provides its price variation application stating the index movement and any other pertinent facts justifying the price variation with independent supporting documents.

	4. The price variation shall be calculated on the following basis: a. 15% of the original contract price does not have any price adjustment to it for the duration of the contract period. b. 85% of the original contract price is the base upon which the price variation applies. The price is separated in to its components e.g. $D_{material}$ + D_{labour} + $D_{overheads}$ = 100% c. In the case of lump sum contract price, the adjustment calculation is on the total contract price. d. In the case of line items, the total adjusted contract price is the sum of each adjusted line item. e. Where a line item has a foreign component as declared in the original price offer, the price adjustment is calculated on the foreign ex-works price in foreign currency prior to applying foreign currency conversion, shipping, insurance, local clearing charges, and local delivery to the NRF's site. f. The price adjustment applying to the original price is calculated as ((0.15 of the original contract price) + (0.85 of the original contract price x ((($D_{material}$ x ($index_1$ as at end of first year/$index_0$ beginning of first year)) + (D_{labour} x ($index_1$ as at end of the first year/$index_0$ beginning of first year)) +($D_{overhead}$ x (index1 as at end of the first year/index0 beginning of first year)))). For the following year $index_1$ is replaced by $index_2$.
SCC 13	Rate of exchange variations
	1. Where the pricing offer line items or the price offer in total is subject rate of exchange variations, the service provider provides a schedule listing for each item on the price offer the portion subject to rate of exchange variations with the following full particulars: a. The service provider's financial institution. b. The currencies used in the conversion of the prices of the items to South African currency. c. The portion of the price is subject to rate of exchange variations. Where the item has no foreign component please state so (0%) and under the local component column mark it a 100% local. d. The line item price as stated in the price offer. e. Foreign currency applicable. f. The exchange rate in the format of ZAR = and the date of the exchange rate. g. The amounts in foreign currency remitted abroad. **2.** The service provider submits a revised schedule with each application to revise the impact of the rate of exchange variations. **3.** Both parties agree to the finalised schedule. Both parties sign the schedule and append it to the contract.

SCC14	Joint Venture or Consortium
	1. All parties in a joint venture or consortium shall be jointly and severally liable to the NRF in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
SCC 15	Compliance with laws
	1. The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods. **2.** The parties shall give all notices required by such authorities. **3.** The parties shall pay all charges required by such authorities.
SCC16	Deemed date of receipt of notices
	1. Any notice, request, consent, approvals or other communications made between the parties pursuant to the contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when: a. Hand delivered – on the day of delivery. b. Registered mail – five (5) working days after mailing. c. Email – after it has been sent.
SCC 17	Contract management meetings
	1. The service provider and the NRF's contract manager at the commencement of this contract will agree on the schedule of performance management meetings with at least one (1) per three (3) months. **2.** The service provider and/or the NRF's contract manager arranges additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings. **3.** The service provider's contract manager will generate and circulate the draft minutes recording important decisions for review by the NRF's contract manager within seven (7) working days from the date of the held meeting. **4.** The service provider and the NRF's contract manager approve the minutes in writing within ten (10) working days of the previous meeting date.
SCC 18	Occupational Health and Safety when working on the NRF's sites
	1. All personnel performing work on NRF's sites as part of this contract are responsible to obtain safety induction.

	2. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the service provider meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. **3.** Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. **4.** All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. **5.** The service provider, once signing the contract acceptance form, signs the Act's section 37.2 agreement with the NRF. **6.** The service provider is responsible for itself, its employees, and those people affected by its operations in terms of the Act and its regulations promulgated in terms thereof. **7.** The service provider performs all work and uses equipment on site complying with the provisions of the Act. **8.** To this end, the service provider shall make available to the NRF a valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this contract, where applicable. **9.** The service provider furnishes its registration number with the office of the Compensation Commissioner. **10.** The service provider maintains a health and safety plan complying with the requirements of the Act at the work site during the period that contracted work takes place on the site. **11.** The NRF manages the service provider in the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. **12.** The service provider accepts liability for any contraventions to the Act. **13.** Each member of the service provider's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.
SCC 19	Dispute Resolution
	1. Disputes that cannot be resolved by negotiation or mediation within 30 days shall, at the election of the NRF, be referred to arbitration under the Arbitration Act, 1965, using an independent arbitrator appointed by mutual agreement or, failing such agreement, by the Arbitration Foundation of Southern Africa (AFSA). Arbitration shall take place in Pretoria, and the decision shall be final and binding.

SCC 20	Data protection and cybersecurity
	1. The Service Provider shall ensure full compliance with the Protection of Personal Information Act, 2013 (POPIA), and the Cybercrimes Act, 2021. The Service Provider must implement reasonable technical and organisational measures to safeguard NRF data against unauthorised access, cyberattacks, and data breaches. Any breach must be reported to the NRF within 72 hours.
SCC 21	Anti-bribery and Corruption
	1. By submitting a bid, the Bidder represents and warrants that it, its employees, agents, and any person associated with it: a. Have fully complied with and will continue to comply with all applicable South African anti-corruption legislation, including but not limited to the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and the Prevention of Organised Crime Act (No. 121 of 1998).

PART D - PRICING

PRICE INSTRUCTIONS (TO BE INCLUDED IF SBD3.1 IS USED (PRICING SCHEDULE – FIRM PRICES (PURCHASES))	
1.	Bidders shall complete the pricing schedule in full, inserting all the information required therein. Bidders are not allowed to change the format of this pricing template; any changes by the bidders may result in their bid being non-responsive.
2	Quote all unit pricing as at the economic reality of the date of submitting the proposed pricing.
3.	Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
4	Unit prices are fully inclusive of all applicable taxes, including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point.
5	State all prices in South African Rand currency.
6	The NRF states the delivery dates and times at the delivery points listed above on the purchase order instruction issued under this contract.
7	Delivery Points are: 5th Floor, Foretrust Building Martin Hammerschlag Way Foreshore, Cape Town, 8000

PRICING SCHEDULE – SBD 3.1

No	DESCRIPTION	Unit of Measure	QTY	UNIT PRICE	TOTAL (Excluding VAT)
1	**Year 1:** 100 square meter unit	Monthly	12		
2	**Year 2:**				

	100 square meter unit;	Monthly	12		
3	**Year 3:** 100 square meter unit;	Monthly	12		
4	**Year 4:** 100 square meter unit;	Monthly	12		
5	**Year 5:** 100 square meter unit;	Monthly	12		
SUB TOTAL BID PRICE EXCLUSIVE VAT				**R**	
VALUE ADDED TAX(15%)				R	
TOTAL BID PRICE INCLUSIVE OF VAT				**R**	

BIDDER'S SUPPORTING SCHEDULES

Schedule No:	Schedule Title	Page Reference

OFFER AND SUBMISSION DECLARATION

I/we, the undersigned, who is/are duly authorised to do so on behalf of the bidder, certify

1. I/we are aware that failure to provide evidence or to comply with any of the above particulars in this document renders my offer/response invalid.
2. That declarations made in this document are true.
3. The information furnished is true and correct.
4. The bidder qualifies for the preference/targeted procurement points claimed and supported by verification certificates in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000.
5. In the event of a contract being awarded as a result of the claimed preference points and claimed objective grounds, the bidder may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;
6. If any of the eligibility, target procurement preference points, and/or objective grounds are claimed or obtained on a fraudulent basis or cannot fulfil any of the conditions of this contract, the NRF may, in addition to any other remedy the contracting entity may have –
    a. Disqualify the service provider 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.
    e. Forward the matter for criminal prosecution.
7. I/We undertake to supply all or any of the goods, works, and services described in this invitation to the NRF in accordance with the requirements and specifications stipulated in this document at the price/s quoted.
8. I/We confirm satisfying ourselves as to the correctness and validity of my offer/bid in response to this Invitation.
9. I/We confirm satisfying ourselves as to covering all my/our obligations.
10. I/we accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
11. My/our offer remains binding upon me/us and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of this Invitation.
12. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us in terms of this Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me/us.
13. I/we declare that during the bidding period I/we did not have access to any of the NRF's 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).

14. I/we certify that the information furnished in the declarations within the document (SBD 1 (Service provider's detail), SBD 3 (Price offer), SBD 4, SBD 6.1 (Procurement preference claim), SBD 6.2 (Local content if applicable)) is correct and I/we accept that the NRF may reject this offer/response or act against me/us should these declarations prove to be false. **15.** I/we confirm that I/we am/are duly authorised to sign this offer/response.
NAME (PRINT)
SIGNATURE OF BIDDER:
CAPACITY UNDER WHICH SIGNING THIS DOCUMENT (Proof of authority must be submitted e.g. company resolution)
Official Stamp

WITNESS 1	
NAME	
SIGNATURE	
WITNESS 2	
NAME	
SIGNATURE	