



**National  
Research  
Foundation**

## INVITATION TO BID (SBD 1 PART A)

### BID DESCRIPTION

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SUPPLY REQUIREMENTS

BID NUMBER	NRF/HartRAO 02 /2017-18
CLOSING DATE AND TIME	TIME 11:00:00 AM DATE: 31 October 2017

**SUPPLY, DELIVERY, AND COMMISSIONING OF A 26.5 GHZ HANDHELD MICROWAVE SPECTRUM ANALYZER**

### PREQUALIFICATION CRITERIA

TWO ENVELOPE SYSTEM APPLICABLE	Yes
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

Validity Period of Bid from Date of Closure:	<b>120 days</b>
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BID RESPONSE DOCUMENTS ARE DEPOSITED IN THE BID BOX SITUATED AT:

PHYSICAL ADDRESS

Hartebeesthoek Radio Astronomy  
Observatory, Farm 502JQ, Broederstroom  
Rd, Hartebeesthoek

<http://www.hartrao.ac.za/where/raodirect.html>

ADDRESSED AS FOLLOWS:

On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address

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### SUPPLIER INFORMATION

	Name Of Bidder		
	Postal Address		
	Telephone Number		
	CODE		NUMBER
	Cell Phone Number		
	CODE		NUMBER
	Facsimile Number		
	CODE		NUMBER
	E-Mail Address		
	VAT Registration Number:		

REGISTERED ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE			
Supplier Number	<b>MAA</b>	Unique Registration Reference Number (36 digit)	
TAX COMPLIANCE STATUS (Tick applicable)			
Compliant	Yes / Not-Compliant		
TCS PIN			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick applicable)			
CERTIFICATE PROVIDED:	Yes/No	B-BBEE Level:	
EMERGING/MICRO ENTERPRISE	Yes/No	QUALIFYING SMALL ENTERPRISE	Yes/No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE - CERTIFIED		Yes/No	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes/No	
<b>(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES AND QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</b>			
LOCAL/OVERSEAS SUPPLIER (Tick applicable)			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</b>		Yes	No
		IF YES ENCLOSE PROOF	
<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		Yes	No
		IF YES ANSWER THE FOREIGN BASED SUPPLIERS QUESTIONNAIRE BELOW	
<b>SBD 1 SIGNATURE</b>			
<b>SIGNATURE OF BIDDER:</b>			
<b>DATE:</b>			
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid)</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE</b>		<b>TECHNICAL INFORMATION MAY BE</b>	

DIRECTED TO:		DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Microwave
CONTACT PERSON	Radzilani Rabuma	CONTACT PERSON	Ronnie Myataza
TELEPHONE NUMBER	012 301 3213	TELEPHONE NUMBER	012 301 3217
E-MAIL ADDRESS	<a href="mailto:radzilani@hartrao.ac.za">radzilani@hartrao.ac.za</a>	E-MAIL ADDRESS	<a href="mailto:ronnie@hartrao.ac.za">ronnie@hartrao.ac.za</a>

## TERMS AND CONDITIONS FOR BIDDING (SBD 1 PART B)

**NB: FAILURE TO PROVIDE ANY OF THE BELOW PARTICULARS MAY RENDER THE BID INVALID.**

### BID SUBMISSION:

Bidders deliver their bids by the stipulated time to the correct address. The National Research Foundation does not accept late bids for consideration.

Bidders must submit their bids on the official forms included in this invitation - (not to be re-typed).

Where a bidder has registered on the Central Supplier Database, the bidder may choose not to submit the mandatory information with the bid documentation where the Central Supplier Database has the information. Bidders must submit their certified B-BBEE certificate or certified B-BBEE sworn affidavit to the National Research Foundation.

Bidders must register on the Central Supplier Database uploading mandatory information for verification purposes. Bidders must submit their certified B-BBEE certificate or certified B-BBEE sworn affidavit to the National Research Foundation.

This bid is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and, if applicable, any other legislation.

### TAX COMPLIANCE REQUIREMENTS FOR SOUTH AFRICAN BASED SUPPLIERS<sup>1</sup>

Bidders must ensure their tax obligations are in order.

Where the bidder does not have a Tax Compliance Status Certificate available and the bidder has a valid Central Supplier Database Registration number, the bidder must provide their CSD

<sup>1</sup> [www.ocpo.treasury.gov.za/Buyers\\_area/legislation/pages/practice\\_note.aspx](http://www.ocpo.treasury.gov.za/Buyers_area/legislation/pages/practice_note.aspx) National Treasury SCM Instruction No. 7 of 2017/2018

number in the field provided in this document.

Where the bidder provide access to its taxpayer profile and tax status in lieu of the above paragraph, the bidder must their unique Personal Identification Number (pin) issued by SARS to enable the National Research Foundation to view and verify the taxpayer profile and tax status.

Bidders apply for the Tax Compliance Status (TCS) Certificate or PIN from their South Africa Revenue Services branch or through E-Filing. In order to use the E-File provision, the bidder needs to register with SARS as an e-filer through the website [www.sars.gov.za](http://www.sars.gov.za).

Bidders may submit a printed Tax Compliance Status Certificate together with the bid.

In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Tax Compliance Status Certificate/PIN/CSD number.

## **QUESTIONNAIRE FOR FOREIGN BASED SUPPLIERS TO ASCERTAIN TAX COMPLIANCE REQUIREMENTS<sup>2</sup>**

### **QUESTIONNAIRE FOR FOREIGN BASED SUPPLIERS TO ASCERTAIN TAX COMPLIANCE REQUIREMENTS**

Is the bidder a resident of South Africa (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have a branch in the RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have a permanent establishment in the RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any source of income in the RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the bidder liable in the RSA for any form of taxation?	<input type="checkbox"/> YES <input type="checkbox"/> NO

### **ASCERTAIN TAX COMPLIANCE REQUIREMENTS FOR FOREIGN BASED SUPPLIERS**

If the answer is "NO" to all of the above and the bidder is given a written award notification, the bidder must provide the following minimum information to the South African Revenue Service on email address [governmentinstitute@sars.gov](mailto:governmentinstitute@sars.gov):

- (A) Details of the foreign entity
- (B) Description of goods and/or services being supplied by the entity; and
- (C) Name of the National Research Foundation.

The South African Revenue Service will provide the form (TCC001) for applying for the letter

<sup>2</sup> [www.ocpo.treasury.gov.za/Buyers\\_area/legislation/pages/practice\\_note.aspx](http://www.ocpo.treasury.gov.za/Buyers_area/legislation/pages/practice_note.aspx) National Treasury SCM Instruction No. 7 of 2017/2018

that states their tax affairs are in order i.e. there is no tax obligations in South Africa.

The NRF makes itself available in South Africa to assist its awarded foreign bidder in the obtaining of the clearance letter to allow both parties to sign the contract.

### SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL documents for contract signing

2

Bidders must submit the bid including the bidder's response to the specification and the bidders pricing in hard copy format (paper document) to the NRF. These serve as the original sets of bid documents and forms part of the contract. The NRF with the awarded bidder sign two originals of the contract form in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for execution. These two original document sets serve as the legal bid contract document and the contract record between the bidder and the NRF. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.

In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.

Number of EVALUATION copies:

2

Bidders mark documents as "Copy for evaluation" and number all pages sequentially.

### RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

RETURNABLE DOCUMENTS	Envelope 1			
(G = Go/No GO; O = Optional)				Bid Section Reference
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 5 if applicable, 6.1, 6.2 if applicable, 8 and 9	G	YES	NO	
Proposed high level project plan demonstrating potential execution of the contract and its milestones	G	YES	NO	
Three (3) written references with contact details per relationship type where applicable, for those customers for whom the bidder has completed work within the last sixty months	G	YES	NO	
Reference 1 From:				
Reference 2 From:				

Reference 3 From:

**RETURNABLE DOCUMENTS**

**Envelope 2**

Summary pricing in the SBD 3 format in this document

G

YES

NO

Detail price sheets and supporting documents

G

YES

NO

**THE BIDDING SELECTION PROCESS**

Stage 1 – Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. The NRF provides the Returnable Document Checklist listing these including which documents are mandatory (GO/NO GO) to the bidders.

**The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The NRF disqualifies bidders not compliant with this list for Stage 2.**

Stage 2A – Evaluation of Bids against Specifications and Quality

1. The NRF evaluates each bidder’s written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation. The evaluation consists of the mandatory minimum specifications in a “Meet/Not meet” format with further specifications requiring qualitative responses.
2. Bidders making the minimum evaluation score will pass to the price/preference stage.

Stage 2B – Due Diligence Interviews

1. Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the NRF may provide the areas of concern to the short listed bidders to address in their presentations.

Bidders making the minimum evaluation score will pass to the price/preference stage.

Stage 3 – Price/Preference Evaluation

Basis of competition:

The NRF compares each bidder’s pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements. The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.

Due diligence tests for reasonableness of price:



The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range.

Where the winning bidder did not want to participate in the price negotiation or not prepared to provide a fair market-related price, the NRF cancels the award and commences price negotiations with the second bidder in the price/preference ranking.

Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price and preference points claimed in the following manner:

**Price** - with the lowest priced Bid meeting the minimum specification as stipulated in the threshold to qualify for this stage receiving the highest price score as set out in the Preferential Procurement Policy 2017 Regulations;

**Preference** - preference points as claimed in the preference claim form (SBD6.1) supported by a valid BBEE certification are added to the price ranking scores.

Award recommendation:

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

## **BID PROCEDURE CONDITIONS:**

### **Counter Conditions**

The NRF draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

### **Two Envelope System Required**

The objective is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased. The first envelope holds all documents excluding the Price Summary Schedule (SBD 3) and detailed supporting pricing documentation. The second envelope holds the SBD 3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.

The NRF only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.

**Response Preparation Costs**

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

**Cancellation Prior To Awarding**

The NRF has the right to withdraw and cancel the Bid Invitation at any time prior to making an award especially where there is insufficient funds and where the award price is outside of the objective determined fair market-related price range (in terms of the Preferential Procurement Policy Framework Act 2017 Regulations).

**Collusion, Fraud And Corruption**

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

**Fronting**

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the “Guidelines on complex Structures and Transactions and Fronting”, issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

**DISCLAIMERS**

The NRF has produced this document in good faith. However, the NRF, its agents and its employees and associates, do not warrant its accuracy or completeness.

To the extent that the NRF is permitted by law, the NRF will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document.

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

## **THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE**

Bidders are not eligible for the Price and Preference scoring stage where they score less than the minimum threshold of:

1. Score "Meet Specifications/Requirements" on each evaluation line
2. Meeting all administrative and specification requirements as "GO/NO GO"

# THE BID CONTRACT

## INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act.

The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. Unless specifically noted, all contracts flowing from bidding apply to all of its business units.

## INTRODUCTION TO THE HARTEBEESTHOEK RADIO ASTRONOMY OBSERVATORY RESPONSIBLE FOR THIS BID

The business unit Hartebeesthoek Radio Astronomy Observatory (HartRAO) is a multi-disciplinary research facility for space based techniques to study the earth as well as studying stellar evolution, pulsars and masers. Its primary function is research in radio astronomy and space geodesy and promoting these research fields in southern Africa.

The facility is located at HartRAO, Farm 502JQ, Broederstroom Rd, Hartebeesthoek, Gauteng (25° 53' 27.1" S, 027° 41' 12.7" E).

## CONTEXT OF THIS PROCUREMENT

HartRAO requires a handheld 26.5 GHz microwave spectrum analyser delivered and tested at its premises. The analyser will be used mainly for the maintenance of microwave receivers installed on several radio astronomy telescopes at the HartRAO.

## CONTRACT PERIOD

The contract period commences from the date that both parties sign the contract’s signature page. The contract period includes the period for the initial requirements and thereafter the maintenance/serving and calibration services for a further five years

## SCOPE OF WORK

Supply, Delivery and Commissioning of a 26.5 GHz Handheld Microwave Spectrum Analyzer according to the specifications set out below in the evaluation criteria

## EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

	<b>Selection Element</b>	<b>Meet Specification</b>	<b>BEC Confirmed Validity of the Bidder statement</b>
1	<b>Evaluation of the bidder's track record as set out in evaluation criteria details for element 1</b>	Yes/No	Yes/No
2	<b>Evaluation of the bidder's technical solution to the technical specifications requirements in this document set out in evaluation criteria details for element 2</b>	Yes/No	Yes/No
3	<b>Evaluation of the reference letters received against the risk areas listed in the reference letters</b>	Yes/No	Yes/No

### EVALUATION CRITERIA DETAILS FOR ELEMENT 1

<b><i>Track Record</i></b>	Refers to the bidder's experience in the field of microwave test equipment (examples: supplying, calibrating and repairing microwave test equipment)
Exceeds requirements	Defined as having over 10 years' experience in the field of microwave test equipment.
Meets requirements	Defined as having 5 – 10 years' experience in the field of microwave test equipment
Does not meet requirements	Defined as having 0-4 years' experience in the field of microwave test equipment

### EVALUATION CRITERIA DETAILS FOR ELEMENT 2

<b><i>Technical Specifications</i></b>	Refers to the bidder's technical specification of the spectrum analyser.
Exceeds	Defined as exceeding the required specifications listed below

requirements	
Meets requirements	Defined as meeting all the required specifications listed below
Does not meet requirements	Defined as not meeting all the required specifications listed below

### Technical Specifications Requirements

	Parameter	Required Value(s)	Condition(s)	Meet Specifications (Mark with an X)		
				Yes	No	Bidder reference to its datasheet (Notes)
	Frequency Range	100 kHz to 26.5 GHz				
	Resolution	1Hz				
	<b>Spectral Purity, SSN</b>		<b>f = 1 GHz</b>			
	Phase noise		Carrier Offset:			
		< -98 dBc	10 kHz			
		< -98 dBc	100 kHz			
		< -109 dBc	1 MHz			
	<b>Sweep</b>					
	Sweep time	7 $\mu$ s to 1000 s	Zero Span			
	<b>Bandwidth</b>					
	Resolution bandwidth (3 dB)	1 Hz to 5 MHz	Span > 0Hz			
	Video Bandwidth	1 Hz to 5 MHz				
	<b>Level or Amplitude</b>					

	Parameter	Required Value(s)	Condition(s)	Meet Specifications (Mark with an X)		
				Yes	No	Bidder reference to its datasheet (Notes)
	Measurement Range	DANL to +20 dBm				
	Dynamic Range	> 104 dB	@ 2.4 GHz			
	Amplitude Accuracy	± 2.5 dB (Max/Spec)	@ 25 °C			
	Input Attenuator Range	0 – 30 dB, 5dB Steps				
	Second harmonic Distortion	< -70 dBc	-30 dBm input > 4 GHz			
	Third-order Intercept point	+ 13 dBm (Min / Spec)	Two Tones/Signals 100 kHz apart @ 2.4 GHz			
	<b>Displayed Average Noise Level (DANL)</b>		<b>RMS detection, log averaging, reference level of -20 dBm</b>			
			<b>Preamp off</b>			
		-136 dBm	@ 2 GHz			
		-132 dBm	@ 6 GHz			
		-128 dBm	@ 12 GHz			
		-123 dBm	@ 16 GHz			
		-118 dBm	@ 21 GHz			
		-113 dBm	@ 23 GHz			
		-109 dBm	@ 26 GHz			
			<b>Preamp on</b>			
		-152 dBm	@ 2 GHz			
		-148 dBm	@ 6 GHz			

	Parameter	Required Value(s)	Condition(s)	Meet Specifications (Mark with an X)		
				Yes	No	Bidder reference to its datasheet (Notes)
		-146 dBm	@ 12 GHz			
		-142 dBm	@ 16 GHz			
		-139 dBm	@ 21 GHz			
		-133 dBm	@ 23 GHz			
		-127 dBm	@ 26 GHz			
	<b>Preamp Requirements</b>					
	Frequency Range	100 kHz to 26.5 GHz (Full -band)	Built-in/Activated			
	<b>Interference Analyser</b>	Spectrogram	Activated Interference Analyser Option.			
	<b>General /Other Requirements</b>					
	Test Port RF Connector	3.5mm OR Type K, 50 Ω				
	Display	6 inch (Minimum)				
	External Reference	10 MHz, 50 Ω				
	LAN Interface	LAN Connection for remote access				
	USB Interface	Type A – 2 Ports				
	Operating Temperature	-10 °C to +50 °C				



## SPECIAL CONDITIONS OF CONTRACT PERFORMANCE

(Including references where specific General Conditions of Contract clauses require special conditions)

The contracted bidder and the business unit appoint in writing the key contract officials that manages this contract.

Both parties provide all correspondence in writing inclusive of e-mails.

The business unit issues delivery instructions under this contract on the standard National Research Foundation Purchase Order.

All correspondence, purchase orders, delivery verifications and invoices must state the contract number as listed on this document and the relevant purchase order number to allow efficient administration and payment service levels.

The contracted bidder supplies all goods and services under this contract in accordance to the standards listed in this document specified in the evaluation criteria – refer to General Conditions of Contract Clause 4.

The contracted bidder is not required to provide performance security as stated in the General Conditions of Contract Clause 7.

The contracted bidder supplies and delivers the required unit (26.5 GHz handheld microwave spectrum analyser) to HartRAO at its own cost.

The contracted bidder supplies all services as listed in General Conditions of Contract Clause 13 including calibration services and spares (as and when required) during the contract period. – refer to General Conditions of Contract Clause 13.

The contracted bidder charges for incidental services, if not included in this contract's ceiling price, at a price agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. – refer to General Conditions of Contract Clause 13.

The contracted bidder supplies spare parts on the condition listed above. The contracted bidder provides any or all of the information as set out in General Conditions of Contract Clause 14.

The contracted bidder supplies the warranty set out in General Conditions of Contract Clause 15 which remains valid for **thirty six (36) months** (instead of the twelve months) or for forty-two (42) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.

The contracted bidder provides documentation verifying execution sign by both the HartRAO technical representative and the contract bidder's representative. The contract bidder does not supply any invoice without the relevant verification documentation in accordance with General Conditions of Contract Clause 16. Payment is in accordance with General Conditions of Contract Clause 16.

The prices set out in this contract shall not vary as set out in General Conditions of Contract Clause 17 with the exception of prices in accordance with General Conditions of Contract Clause 13.

The contracted bidder provides HartRAO the list of spares kept on hand for the equipment, spares ordered from the principal (OEM) with lead times, and the pricing for each list.

The contracted bidder provides to HartRAO changes to pricing of spares delivered to HartRAO, calibration service, and workshop labour rates. The contracted bidder notifies HartRAO a minimum of thirty days before the effective date of changes to these prices of changes to these prices with reasons for the change. The contracted bidder provides supporting evidence supporting their request for increasing the prices.

Where the contracted bidder is not the agent of the equipment, the contract is binding on the original equipment manufacturer or its newly appointed agent in South Africa

### **SERVICE PERFORMANCE LEVELS STATEMENT**

Service being Measured	Measurement	Penalty
Required unit performance (The unit must meet all the specifications stated on the submitted datasheet/s and supporting documents)	The bidder and the HartRAO technical representative measure the delivered unit against the specifications stated on the submitted datasheet/s and supporting documents.	The bidder corrects the identified fault at its own cost or replaces the delivered unit with one that is fully functional and meets the specifications at its own cost
The bidder and the HartRAO technical representative agree on the delivery time at the contract initial meeting	Date of delivery and signed handover at HartRAO to its representatives	Penalty of 1% of the contract price per week for each day late from the agreed delivery date
Calibrating the equipment	Equipment upon delivery to HartRAO is with calibration sheet showing the equipment is in specification. HartRAO technical department conduct verification of this evidence	The bidder redoes the calibration at their cost

### **SBD 3.1: PRICING DETAIL WITH FIRM UNIT PRICES**

#### **SBD 3 - Pricing Schedule for the Duration of the Contract**

##### BID PRICE IN RSA RAND

Price quoted is South African Rands in terms of General Conditions of contract clause 16.4

PRICE QUOTATION BASIS

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies.

DETAIL PRICING SUPPORT

Detailed information is optional and can be provided as an annexure to the details provided

PRICE CHANGES

The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract. Refer to special conditions on price changes included in this contract and to the requirements of General Conditions of Contract clause 13.2

APPLICATION OF PREFERENCE POINTS

Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
1	1	HANDHELD MICROWAVE SPECTRUM ANALYZER	Per Instrument	

Total Cost is determined by multiplying quantity by unit price

TOTAL COSTED VALUE OF ABOVE (CEILING PRICE)

R

SUPPORT SERVICES AND SPARES AS PER GENERAL CONDITIONS OF CONTRACT CLAUSES 13 AND 14 READ WITH THE SPECIAL CONTRACT CONDITIONS CLAUSE

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
1	As and when required	Calibration Service	Per Service	
2	As and when required	Workshop Rate	Per Hour	

3	As and when required	Spares as per attached spares list	Per each spare	
---	----------------------	------------------------------------	----------------	--

Total Cost is determined by multiplying quantity by unit price

## GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and the words "will/should" mean "must".

**The NRF cannot amend the National Treasury's General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause and where the NRF requires a SCC that is not part of the GCC. No clause in this document shall be in conflict with another clause.**

GCC1	<p><b>1. Definitions - The following terms shall be interpreted as indicated:</b></p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may</p>
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	<p>include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. “GCC” mean the General Conditions of Contract.</p> <p>1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<p><b>2. Application</b></p>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>

GCC3	<b>3. General</b>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<b>6. Patent rights</b>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his</p>

	<p>obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="padding-left: 40px;">7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="padding-left: 40px;">7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<p><b>8. Inspections, tests and analyses</b></p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser</p>

	to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
<b>GCC9</b>	<b>9. Packing</b>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>GCC10</b>	<b>10. Delivery and Documentation</b>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
<b>GCC11</b>	<b>11. Insurance</b>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>GCC12</b>	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>GCC13</b>	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> </ul>



	<p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>GCC14</b>	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>15. Warranty</b>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>

GCC16	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	<b>18. Contract amendment</b>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	<b>19. Assignment</b>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	<b>20. Subcontract</b>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GCC21	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>

	<p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>GCC22</b>	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>GCC23</b>	<b>23. Termination for default</b>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.2. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.3. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.4. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.5. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.6. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.7. If a purchaser intends imposing a restriction on a supplier or any person</p>

	<p>associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.8. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.9.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.9.2. the date of commencement of the restriction</p> <p>23.9.3. the period of restriction; and</p> <p>23.9.4. The reasons for the restriction.</p> <p>23.10. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.11. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<p><b>24. Anti-dumping and countervailing duties</b></p>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the STATE is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the STATE or the STATE may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>

GCC25	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<b>26. Termination for insolvency</b>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.6. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.7. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.2. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not</p>

	<p>apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.3. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>GCC29</b>	<b>29. Governing language</b>
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<b>GCC30</b>	<b>30. Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>GCC31</b>	<b>31. Notices</b>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
<b>GCC32</b>	<b>32. Taxes and duties</b>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
<b>GCC33</b>	<b>33. National Industrial Participation Programme</b>
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
<b>GCC34</b>	<b>34. Prohibition of restrictive practices</b>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal</p>

	<p>relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p><b>Contracted Party Due Diligence</b></p> <p>The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.</p>
	<p><b>Jigs, Tools, and Templates</b></p> <p>Unless otherwise agreed, all jigs, tools, templates and similar equipment that may be necessary for the execution of this contract at the NRF's premises shall on completion or cancellation of the contract become property of the NRF if the NRF has paid therefore. In such event, the said equipment shall be delivered at the premises of the NRF by the contracted supplier, properly marked with the contract and the relevant code number as supplied by the NRF for the finished items.</p>
	<p><b>Copyright and Intellectual Property</b></p> <p>All background intellectual property invests in and remains the sole property if the party that contributed it to this contract and/or disclosed the same to the NRF.</p> <p>The contracted supplier hereby grants the NRF a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that shall reasonably be required by the NRF for the exploitation of the contract intellectual property and to enable the NRF to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the NRF and to give effect to the foregoing:</p> <ul style="list-style-type: none"> <li>(a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the NRF and the NRF hereby accepts such assignment, and</li> <li>(b) The contracted supplier undertakes to assign in writing to the NRF all contract intellectual property and which may invest in the contracted supplier.</li> </ul>

	<p>The contracted supplier shall ensure that the contract intellectual property is kept confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall 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 protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the 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.</p> <p>The contracted supplier hereby 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 absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p><b>Confidentiality</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.</li> <li>(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</li> <li>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient, not to</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information to any third party, or</li> <li>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> </ul> <p>Both during the term of their associations with the recipient and after termination of their respective associations with the recipient.</p> <p>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.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the</p>



	<p>recipient is able to prove:</p> <ul style="list-style-type: none"> <li>(a) Was in the possession of the recipient prior to its involvement with the NRF;</li> <li>(b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>(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</li> <li>(d) Was independently developed by the recipient prior to its involvement with the NRF; or</li> <li>(e) Is 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.</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>(a) All written disclosures received from the NRF;</li> <li>(b) All written transcripts of confidential information disclosed verbally by the NRF; and</li> <li>(c) All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information is being 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.</p> <p>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.</p>
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**PREFERENCE POINTS CLAIMED (SBD 6.1)**

	<p><b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</b></p>
	<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution</p> <p><b>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, 2017.</b></p>
	<p><b>1. GENERAL CONDITIONS</b></p> <p>1.1. The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> <li>1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all</li> </ul>

- applicable taxes included).
- 1.2.
- 1.2.1. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- 1.2.2. The 80/20 preference point system will be applicable to this tender

- 1.2.3. The 80/20 preference point system will be applicable to this tender
- 1.3. Points for this bid shall be awarded for:
- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1. “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8. “**proof of B-BBEE status level of contributor**” means:

- 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1. THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1. B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....%

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1.5. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
<b>Black people</b>		
<b>Black people who are youth</b>		
<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1. Name of company/firm: .....

8.2. VAT registration number: .....

8.3. Company registration number :.....

8.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8. 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 B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 8.8.1. The information furnished is true and correct;
- 8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - 8.8.4.1. disqualify the person from the bidding process;
  - 8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - 8.8.4.3. 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;
  - 8.8.4.4. recommend that the bidder or contractor, 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

8.8.4.5. forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

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 <sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid;
- or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this 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 the bid or to the signing of the contract.

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of

**SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES**

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:

YES / NO

Is the Bidder or any of its directors listed on the Register for Tender Defaulters

YES / NO

in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

<p>Any legal person, including persons employed by the STATE <sup>1</sup>, or persons having a kinship with persons employed by the STATE, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the STATE , or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:</p> <p style="padding-left: 40px;">The Bidder is employed by the STATE ; and/or</p> <p style="padding-left: 40px;">The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.</p>	
<p>In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:</p>	
	Full Name of Bidder or his/her representative
	Identity Number:
	Position occupied in the Company (director, trustee, shareholder, member):
	Registration number of company, enterprise, close corporation, partnership agreement
	Tax Reference Number:



VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule	YES / NO
Name of person/ director/ trustee/ shareholder/member:	
Name of STATE institution at which you or the person connected to the Bidder is employed	
Position occupied in the STATE institution	
Any other particulars:	
If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the STATE in the previous twelve months?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the STATE and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
If so, furnish particulars as an attached schedule.	

Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
If so, furnish particulars as an attached schedule:	

**REFERENCE LETTER FORMAT**

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

<b>Referee Letterhead</b>	<b><u>Referee Legal Name</u></b>	
<b><u>REFERENCE ON COMPANY xxxxx</u></b>		
<b>Bid Number:</b>		
<b>Bid Description</b>		
Describe the service/work the above bidder provide to you below		
<b>Criteria</b>	<b>Meets requirements</b>	<b>Exceeds requirements (Please provided details)</b>
Did the equipment acquired meet your required specifications and expectations		
Turnaround times for calibration		
Quality of calibration services provided		
Overall Impression		

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

**BID SUBMISSION CERTIFICATE FORM - (SBD 1)**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

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

Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
	CSD / Tax clearance letter where applicable
Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBBEE certificate that has been certified either as copy or original.	
Declaration of Bidder's past SCM	General Conditions of Contract and

	practice (SBD 8)	special/additional conditions of contract as set out in this document
	NIPP Obligations (SBD 5) where applicable	Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
	I confirm that I am duly authorised to sign this offer/ bid response.	
NAME (PRINT)		
CAPACITY		
SIGNATURE		
Witness 1		
NAME		
SIGNATURE		
Witness 2		
NAME		
SIGNATURE		
DATE		