



**SAASTA**  
South African Agency for Science  
and Technology Advancement

## INVITATION TO BID

### BID DESCRIPTION

PROVISION OF HYGIENE SERVICES, BOTTLED WATER AND WATERCOOLERS FOR NRF-SAASTA DIDACTA BUILDING FOR A PERIOD OF 36 MONTHS

#### ATTENTION – FRAUD ALERT!!!!!!!

It is common for scammers to call potential bidders pretending to be NRF's employees and offering to swing tenders your way for a fee.

#### DO NOT FALL FOR IT, IT IS A SCAM!

The NRF and its employees 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.

<b>Bidder Name:</b>		
<b>Number:</b>	NRF/SAASTA BULD/19/2024-25	
<b>Briefing session/ Site Visit</b>	SAASTA, DIDACTA Building, 211 Nana Sita Street, Pretoria central GPS coordinates: 25° 45'03,30"S & 28° 11'21,42"E	
<b>Compulsory Briefing session Date</b>	23 September 2024 11:00 – 12:00PM	
<b>Closing Date: Closing Time:</b>	04 October 2024 11:00AM	
<b>Bid documents are available on the following websites:</b>	<a href="http://www.saasta.ac.za">www.saasta.ac.za</a> ; <a href="http://www.nrf.ac.za">www.nrf.ac.za</a> ; <a href="http://www.etender.gov.za">www.etender.gov.za</a>	
<b>Bid Submission Address</b>	Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response (SBD3.1). The financial response must be password protected. Attachments are limited to 20 MB per email. Please submit into the email bid box <a href="mailto:bid19.20242025@saasta.nrf.ac.za">bid19.20242025@saasta.nrf.ac.za</a>	
<b>Bids Labelling</b>	Folders must be titled with the bidder's company name, Bid Number, and folder title i.e. Proposal Folder and SBD3.1 Price Folder	
<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to:</b>
<b>Section</b>	Supply Chain Management	Finance and Administration
<b>Contact person</b>	Ms. Tumelo Mothupi	Mr. Medupe Moeng
<b>Email address</b>	<a href="mailto:TF.Mothupi@saasta.nrf.ac.za">TF.Mothupi@saasta.nrf.ac.za</a>	<a href="mailto:MF.Moeng@saasta.nrf.ac.za">MF.Moeng@saasta.nrf.ac.za</a>

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# 1. INTRODUCTION

## 1.1. 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.

## 1.2. BACKGROUND TO NRF-SAASTA

South African Agency for Science and Technology Advancement (NRF-SAASTA) is a business unit of the NRF and its primary function is to advance public awareness, appreciation, and engagement of science, engineering, and technology (SET) in southern Africa.

## 1.3. THE REQUIREMENTS OF THIS BID

NRF-SAASTA is situated in Pretoria CBD at 211 Nana Sita Street at the Didacta Building. The building consists of four floors.

The objective of the work is to keep the NRF-SAASTA building and premises hygienic and neat at all times by providing an environment that is conducive for employees and guests therefore enhancing the NRF’s reputation positively. The NRF’s employees and guests must not be at risk to hazardous chemicals, wastes and other environmental hazards.

The NRF-SAASTA requires a hygiene contractor with the skills and experience to provide hygiene services, supply and maintain watercooler units, supply distilled/purified 20l water refills and distilled/purified 500 bottled water for a period of 36 months.

## 2. PART A – BID REQUIREMENTS

### EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS

#### 2.1. SPECIFICATION SUMMARY

- Conduct weekly, monthly, quarterly and as and when services stipulated on the table below of facilities, products and their frequency.
- Supply, install and service hygiene care products and equipment.
- Supply and maintain watercooler units, supply distilled/purified 20l water refills and distilled/purified 500 bottled water.
- Service for hygienic fogging and deep cleaning of shared areas (door handles, tables, chairs, etc.).

#### 2.2. SERVICES AND SCHEDULE

<b>HYGIENE SERVICES</b>		
Item Description	Quantity	Service Frequency
Air freshener Dispenser 200ml rental	18	Monthly
Air freshener Refill 200ml	18	Monthly
Bin 20l Wall Mounted rental	16	Monthly
Sensor Liquid Hand Soap Dispenser (1L) rental	24	Monthly
Antibacterial Liquid Hand Soap refill (1L)	24	Monthly
Hand Lotion Dispenser 200ml rental	18	Monthly
Hand Lotion Refill 200ml	18	Quarterly
Sensor Femcare rental	29	Weekly
Sanitary Bag Dispenser refill	29	Weekly
Sensor Seat Spray Dispenser 100ml rental	43	Monthly
Seat spray foam refill 100ml	43	Monthly
Auto Sanitiser (Toilets/Urinals) 250ml rentals	56	Monthly
Sanitiser (Toilets/Urinals) 250ml refills	56	Monthly
Toilet Roll Holder 3 (500 Sheets) rental	43	Monthly
Toilet Paper/Rolls Premium Quality 500 sheets (Refill)	480	Monthly
Sensor Paper Towel Unit rental	24	Monthly
Paper Towel 3.6kg (Refill)	42	Monthly
Deep Clean (Toilets/ Urinals/Basins/ Shower/Kitchen Sinks)	88	Quarterly
Fogging Hygienic and Deep Cleaning 5000m <sup>2</sup>	2	Semi-Annually
Urinal Mat	15	Monthly
Hand Sanitiser Dispenser – No touch 1L rental	10	Monthly
Hand Sanitiser Liquid 70% ALC x 5L	1	Monthly
Toilet Brush & Holder Set	39	Annually
Water Coolers floor standing- 40lbs - rental	15	Monthly
Distilled/purified Bottled Water 20L – refills	20	Weekly
Distilled/purified Bottled Water 500ml x 24	20	Monthly

**THE BUILDING INFRASTRUCTURE IS SPREAD ACROSS AS PER THE BELOW INFORMATION:**

**Lower Ground Floor (Basement :)**

- Toilets Male x 1
  - Toilets Female x 3
  - Urinal x 1
  - Basin x 3
- 

**Caretakers' quarters (Upper Floor)**

- Toilets Male x 1
  - Toilets Female x 2
  - Showers Male x 1
  - Showers Female x 1
  - Basin x 2
- 

**Ground Floor**

- Disabled Restroom x 1
  - Toilets Males x 7
  - Toilets Females x 12
  - Urinals x 5
  - Kitchens x 3
  - Basin x 17
- 

**First Floor**

- Male Toilets x 1
  - Urinal x 1
  - Female Toilets x 2
  - Kitchen x 1
- 

**Second Floor**

- Male Toilets x 4
- Urinals x 2
- Female Toilets x 5
- Kitchen x 2

## **2.3. DETAIL SPECIFICATION PER TYPE OF SERVICE**

### **FEM CARE BINS AND SANITARY BAG DISPENSER. Sanitary waste removal systems (all ladies toilets on-site.)**

- 2.3.1.** Fem care bins must have button bin identification.
- 2.3.2.** Must contain a liner (bioactive vapour molecules), be visitor friendly, safe, discreet and environmentally friendly.
- 2.3.3.** Service intervals must be based on a seven-day cycle. All liner bags must be changed weekly with a set colour range indicating that the liners were serviced and changed. Disposable sanitary bags to be provided for disposal of sanitary towel.
- 2.3.4.** The bins must be sealed units, secured, and only the service provider must have access to the units when completing a service.
- 2.3.5.** Ladies must be able to dispose of their sanitary waste without touching the container.
- 2.3.6.** A sensor bin is required.

## **2.4. SANITISER AUTO SYSTEMS FOR ALL TOILETS AND URINALS**

- 2.4.1.** A sanitizer auto system for the digital dispenser must automatically release a metered dose of concentration cleaning and sanitising formulation that produces good foaming actions, counteracts the formation of scale and attacks odours at the source. The concentration must be able to kill bacterial germs.
- 2.4.2.** A sanitizer auto system for toilet seats before seating must have an advanced dispensing programme with settings for options of units for time, date, spray, servicing, and battery service.
- 2.4.3.** Must have a touch-free operation reduces the risk of cross infection. Must have a sanitising formulation that kills germs.
- 2.4.4.** The operating hours of the units in public bathrooms is 16 hours. In other bathrooms, the operating hours is 12 (twelve) hours over a 30 (thirty)-day period. Whatever the settings, each refill must deliver at least 3,000 (three thousand)-metered doses.
- 2.4.5.** The system must have an LCD display that provides at a glance battery and refill life information or real time clock.
- 2.4.6.** Service intervals – 30 (thirty) days cycle.
- 2.4.7.** Supply and installation to urinal pipes and toilet cisterns to meet the NRF-SAASTA requirements. At the end of term of the contract the service provider must reinstate all the holes in the pipes and walls.

## **2.5. AUTOMATIC AIR FRESHNER UNITS**

- 2.5.1.** Supply and install air-freshener microburst 3000.
- 2.5.2.** The units must have a 25 (twenty-five) microliters spray volumes.
- 2.5.3.** The units must have an LCD display to indicate system programming of 8 /12 / 16 / 24 hours, 5 – 7-day week cycle, battery and refill life, spray intervals, and real time clock.
- 2.5.4.** The refill container is a 75 ml aerosol available with a long lasting fragrance, micro trans odour neutralizer must eliminate odours, and act as an insect repellent.
- 2.5.5.** The units must be white in colour, including anti-theft brackets.
- 2.5.6.** The service intervals of the units must be 30 (thirty)-day cycle including battery change, and refill change.

## **2.6. CHEMICAL DEEP CLEAN**

Provide a quarterly chemical deep clean that will ensure the following hygienic conditions:

- 2.6.1.** Descaling of faecal and uric acids in the urinal bowl traps and plumbing fixtures that can lead to odours, bacterial accumulation / contamination and flushing problems.

**2.6.2.** The areas where deep cleaning must take place are as follows: - Including all components for plumbing fixtures:

- ✓ Wash hand basins
- ✓ Showers
- ✓ Toilets Urinals and bottle traps
- ✓ Kitchen sinks/basins

## **2.7. URINAL MAT OR SIMILAR UNITS FOR URINALS**

**2.7.1.** The bidder must supply and replace the URINAL MAT or similar once every month in all urinals.

## **2.8. SOAP DISPENSERS**

**2.8.1.** The bidder must service all Soap Dispensers and replenish soap in all kitchens and restrooms on a monthly basis.

**2.8.2.** The soap dispensers are to be no touch (automatic contactless dispensers).

## **2.9. ANTI-BACTERIAL HAND SOAP**

**2.9.1.** The bidder is to supply and the anti-bacterial hand soap once every month.

**2.9.2.** The soap is to have no hazardous components based on SANS:10265 including amendment

## **2.10. TOILET PAPER REFILL**

**2.10.1.** The bidder to supply Toilet paper monthly.

**2.10.2.** The toilet paper to be SABS approved.

**2.10.3.** The toilet paper to be 100% (one hundred percent) chlorine free and 100% (one hundred percent) biodegradable.

**2.10.4.** The toilet paper to be 500 sheets x 100 mm x 110 mm.

## **2.11. HYGIENIC FOGGING AND DEEP CLEANING**

**2.11.1.** The bidder is to fog and deep clean the Didacta building on a semi-annual basis.

**2.11.2.** All surfaces i.e. tables, chairs, doorknobs, light switches, phones, computers, remote controls, keyboards, handles, desks, toilets, wash basins, etc. must be dry cleaned/ wiped with an approved disinfectant / sanitizer.

**2.11.3.** The bidder is to use Ultra Low sting / Fogging Machine, Pressurized Sprayer, Thermal Fogging Machine.

**2.11.4.** All products to be used on site must be approved according to the S.A.B.S, SANS spec. 1853 of 2009, including amendments of 2017 and SANS spec. 51276 of 2011.

**2.11.5.** The bidder is to certify that the site has undergone a Space & Surface Disinfection & Sanitization treatment against common and known bacteria, fungi & viruses.

## **2.12. WATER COOLER UNITS AND WATER SUPPLY**

**2.12.1.** The bidder must supply floor standing watercoolers and service all watercoolers every four months.

**2.12.2.** The bidder must supply refilled 20 L distilled purified bottled water on a weekly basis.

**2.12.3.** The bidder must supply and deliver purified distilled 500ml bottled water on a weekly basis.

## **2.13. SERVICE DELIVERY MANAGEMENT**

### **2.13.1. UNIFORMS AND PROTECTIVE CLOTHING**

- 2.13.1.1.** The personnel working in or around the NRF's buildings or site will wear distinctive uniform clothing at their own cost.
- 2.13.1.2.** The bidder will determine the need for and provide any personal protective items required for the safe performance of work at their own cost.
- 2.13.1.3.** Protective clothing, equipment, and devices will, as a minimum, conform to the Occupational Health and Safety Act (**OHSA**) standards for the products being used.

### **2.13.2. PERFORMANCE MANAGEMENT**

- 2.13.2.1.** The bidder must submit a schedule of their management system that details their supervisory structure, frequency of management meetings, service-delivery validation meetings with the NRF-SAASTA facilities management team, the procedure where service delivery is found to be below agreed standards, the performance escalation procedure, as well as the scheduling of the activities to deliver the specified services.

## **3. DUE DILIGENCE**

### **3.1 THE BIDDER'S CAPABILITY TO DELIVER ON THE REQUIREMENTS OF THE NRF-SAASTA**

- 3.1.1** The bidder must submit a profile detailing their equipment inventory, human resources, operational resources, supervisory resources.
- 3.1.2** The bidder must submit proof of offices/workshop within the boundaries of the Gauteng Province. The bidder's offices/workshop must have working telephones, personnel files/records/equipment. Latest set of municipal accounts or lease agreement confirming offices within Gauteng Province must be submitted.
- 3.1.3** The bidder must submit evidence of their experience in hygiene services by any valid hygiene industry association membership (SAIOH, NCCA, etc.)
- 3.1.4** The bidder must provide written contactable reference letters in hygiene must be submitted. three written reference with contactable details from customers for whom the bidder has completed work within the last sixty months that meets the minimum threshold of "Meets requirements".
- 3.1.5** Bidder must provide a copy of the bidder's public liability insurance of not less than R1 million or Letter of Intent must be submitted.
- 3.1.6** A list of projects, with a minimum of three projects combined for a value of more than R1 million, over a period of 60 months reflecting the contact person and his/her position, contact details, description of project undertaken and the budget thereof

### **3.2 ETHICAL REQUIREMENTS**

- 3.2.1** The bidder must confirm that there are no interests with the NRF and its business units, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4 and SBD 6.1 forms.



## 4. CONTRACT PERIOD

The contract period for this bid is 36 months.

## 5. CONTRACT MANAGEMENT

### 5.1. SPECIFY METHOD OF DELIVERY AND CONDITIONS FOR DETERMINING SUCCESSFUL DELIVERY AFTER CONTRACT (SBD 7.1) IS SIGNED

- 5.1.1. Conduct weekly, monthly, quarterly and as and when services stipulated on the table above of facilities, products and their frequency”
- 5.1.2. Supply, install and service hygiene care products and equipment.
- 5.1.3. Supply, deliver and maintain floor standing watercooler units, supply and deliver purified distilled 20l water refills and supply and deliver purified distilled 500ml bottled water.
- 5.1.4. Service for hygienic fogging and deep cleaning of shared areas (door handles etc.)

### 5.2. DELIVERY TIMING

- 5.2.1. The services are to commence upon the agreement of time periods between NRF-SAASTA and the appointed service provider.

### 5.3. INSTALLATION AND CONFIGURATION SERVICE

- 5.3.1. Liability remains with the service provider to check and ensure that the unit is in good working order at all times throughout the contract period.

### 5.4. END OF LIFE MANAGEMENT

- 5.4.1. At the end of term of the contract the service provider must reinstate all the holes in the pipes and walls.

### 5.5. WARRANTY

- 5.5.1. Liability remains with the supplier to ensure that the units are in good working order and operational at all times as per the contract.

### 5.6. CONTRACT MANAGEMENT DURING IMPLEMENTATION

- 5.6.1. The bidder provides a schedule of their management system that details their supervisory structure, frequency of management meetings, service-delivery validation meetings with the NRF-SAASTA facilities management team, the procedure where service delivery is found to be below agreed standards, the performance escalation procedure, as well as the scheduling of the activities to deliver the specified services.

### 5.7. TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE

- 5.7.1. In the event of the non-performance as per the agreed contract, NRF-SAASTA will appoint an alternative at the cost of the appointed third party. The defaulting third

party is obliged to settle the damages/additional costs that NRF-SAASTA has incurred as a result of the non-performance of the appointed bidder.

#### **5.8. OCCUPATIONAL HEALTH AND SAFETY:**

- 5.8.1. All personnel performing work on NRF-SAASTA site as part of this contract are responsible to obtain safety induction from the site safety officer.
- 5.8.2. 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 appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are to be worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access.
- 5.8.3. The appointed bidder, once signing the contract form, SBD 7.1 and NRF's Section 37.2 agreement, is responsible for itself, its employees, and those people affected by its operations in terms of the Act, the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.
- 5.8.4. To this end, the appointed bidder shall make available to NRF-SAASTA the valid Letter of Good Standing in terms of the "COIDA" and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder must provide its registration number with the office of the Compensation Commissioner.
- 5.8.5. The bidder must be registered as employer with the Unemployment Insurance Fund (UIF).
- 5.8.6. The appointed bidder must maintain 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.
- 5.8.7. NRF-SAASTA manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof.

#### **5.9. ORIGINAL BID DOCUMENTS FOR CONTRACT SIGNING:**

- 5.9.1. The original bid document submitted serves as the original master set for the legal contract between the contracting parties. The original master set remains at the NRF and the document has precedence over any other copies in the case of any discrepancies within the other sets of documents. The original master set has the originals or certified copies of any certificates stipulated in this document attached.

#### **5.10. MANAGING SERVICE LEVELS**

- 5.10.1. Upon appointment, both parties must agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 5.10.2. Where both parties agree to variation of these, both parties must sign the revision that is appended to this contract document.
- 5.10.3. The appointed third party and the NRF-SAASTA contract manager must measure delivered performance against these performance levels.
- 5.10.4. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.
- 5.10.5. Both parties will monitor the corrective actions.

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

5.10.7. The service performance levels are:

Service	Measurement methodology	Penalty trigger level	Penalty
Scheduled hygiene care services	Both parties jointly check and confirm that the necessary activity, labour, equipment and supplies are provided and maintained properly in accordance to the specification.	Where the bidder fails to perform as per the schedule provided to NRF-SAASTA.	1. A penalty of 1% of the monthly payment invoice/certificate for each incident, 2. 10% of the monthly invoice if more than 15% 3. Termination of contract on beyond 20%
	Missed services in the Schedule of Activities as outlined in the detailed specification.	Services/items not delivered/supplied as per the schedule	
Installation of equipment	Incomplete installation of equipment.	Failure to install equipment within agreed timelines.	1. A penalty of 1% of the monthly payment invoice/certificate for the second month of contract start. 2. 20% penalty of the monthly invoice on non-response to completion of installation for the third month 3. Termination of contract on completion of installation after the fifth month of contract start

## 6. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>

## 6. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p>Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>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.</p> <p>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.</p> <p>The parties hereby 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 an addendums to this contract.</p> <p>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.</p> <p>The contracted party hereby 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.</p> <p>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.</p> <p>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.</p>
SCC5B	Confidentiality
	<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>• disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent;</li> <li>• 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>• 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 both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to -</p> <ul style="list-style-type: none"> <li>• disclose the confidential information to any third party, or</li> <li>• use the confidential information otherwise than as may be strictly necessary for the execution of the contract; and</li> <li>• 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.</li> </ul> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove that it -</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> </ul>

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	<ul style="list-style-type: none"> <li>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>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 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>all written disclosures received from the NRF;</li> <li>all written transcripts of confidential information disclosed verbally by the NRF; and</li> <li>all material embodiments of the contract intellectual property.</li> </ul> <p>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.</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> <p>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.</p>
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act, No. 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without

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	limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	Has Public Liability Insurance or letter of Intent of not less than R1 million.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for 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 18 months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC16	Payment



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16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days upon receipt of an invoice or a claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	No additional special conditions other than stated in the price section in this document.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 (ten) years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not



## 6. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser; 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 (ten) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law

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3330.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

## 7. EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Grading Scheme	Bid Section Reference	SCM Verification
Signed SBD 1		Mandatory			
Signed SBD 3.1		Mandatory			
Signed SBD 4		Mandatory			
Signed SBD 6.1		Mandatory			

Document description	Reference to bidder's document	Weight	Grading Scheme	Bid Section Reference	BEC Verification
Latest set of municipal accounts or lease agreement confirming offices within Gauteng Province		Go	Go/No Go	Page 8	
The bidder must provide written contactable reference letters in hygiene must be submitted. Three written reference with contactable details from customers for whom the bidder has completed work within the last 60 months that meets the minimum threshold of "Meets requirements".  <b>NB: NRF letter template should be provided. Any bidder's reference letter that is not completed, signed and does not meet expectations in all five performance areas will not be considered as a "Go"</b>		Go	Go/ No Go	Page 8	

Document description	Reference to bidder's document	Weight	Grading Scheme	Bid Section Reference	BEC Verification
A list of projects, with a minimum of three projects combined for a value of more than R1 million, over a period of 60 months reflecting the contact person and his/her position, contact details, description of project undertaken and the budget thereof		Go	Go/ No Go	Page 8	
The bidder must submit evidence of their experience in hygiene services by association, any valid hygiene industry association certification (SAIOH, NCCA, etc.)		Go	Go/ No Go	Page 8	
Bidder must provide valid Letter of good standing from Department of Labour (COIDA)		Go	Go/No Go	Page 10	
Bidder must provide valid certificate as an employer with the Unemployment Insurance Fund (UIF)		Go	Go/No Go	Page 10	
Bidder to provide a Public Liability Insurance of not less than a R1 million or a letter of intent		Go	Go/No Go	Page 10	
<b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b>				<b>YES - PASS TO SITE INSPECTION EVALUATION</b>	<b>NO - DISQUALIFIED</b>

**NB: Bidder has to obtain "Go" in all criteria to qualify for the next stage of site evaluation. Failure which the bidder is disqualified.**

SITE INSPECTION EVALUATION CRITERIA	
Description	Grading Scheme
Offices within Gauteng Province with functional reception area (as per the	Go/No Go

specifications)	
Storage of supplied chemicals	Go/No Go
Fleet available to conduct supervisory site inspections	Go/No Go
Hygiene equipment's available	Go/No Go

**NB: A bidder failing to meet "Go" in all criterions will be disqualified and not proceed to the next evaluation phase of price and NRF specific goals evaluation as per SBD 6.1**

## 8. PART B – PRICING

### 8.1. PRICING REQUIREMENTS FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined BY THE BIDDER in the response and such adjustments are in accordance with the rules stated below:

1.	<b>Applicability of quoted prices:</b> All quoted prices are applicable throughout the contract period unless price adjustments are specified.
2.	<b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price.
3.	<b>Value Added Tax:</b> Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
4.	<b>Contract Price Management during the contract:</b> Where appropriate, written purchase orders will be issued authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
5.	<b>Delivery Points are:</b> 211 Nana Sita street, Pretoria Central, Didacta Building.

### 8.2. BID PRICE SCHEDULE (SBD 3.1)

No.	Qty	Description	UOM Service Interval for units	Unit Price	Total (Includes VAT of 15%)
<b>1<sup>ST</sup> 12 MONTHS</b>					
1.	18	Air freshener Dispenser 200ml rental	Monthly		
2.	18	Air freshener Refill 200ml	Monthly		
3.	16	Bin 20l Wall Mounted rental	Monthly		
4.	24	Sensor Liquid Hand Soap Dispenser (1L) rental	Monthly		
5.	24	Antibacterial Liquid Hand Soap refill (1L)	Monthly		
6.	18	Hand Lotion Dispenser 200ml rental	Monthly		
7.	18	Hand Lotion Refill 200ml	Quarterly		
8.	29	Sensor Femcare rental	Weekly		
9.	29	Sanitary Bag Dispenser refill	Weekly		
10.	43	Sensor Seat Spray Dispenser 100ml rental	Monthly		
11.	43	Seat spray foam refill 100ml	Monthly		
12.	56	Auto Sanitiser (Toilets/Urinals) 250ml rentals	Monthly		
13.	56	Sanitiser (Toilets/Urinals) 250ml refills	Monthly		
14.	43	Toilet Roll Holder 3 (500 Sheets) rental	Monthly		
15.	480	Toilet Paper/Rolls Premium Quality 500 sheets (Refill)	Monthly		
16.	24	Sensor Paper Towel Unit rental	Monthly		
17.	42	Paper Towel 3.6kg (Refill)	Monthly		

18.	88	Deep Clean (Toilets/ Urinals/Basins/ Shower/Kitchen Sinks)	Quarterly		
19.	2	Fogging Hygienic and Deep Cleaning 5000m <sup>2</sup>	Semi-Annually		
20.	15	Urinal Mat	Monthly		
21.	10	Hand Sanitiser Dispenser – No touch 1L rental	Monthly		
22.	1	Hand Sanitiser Liquid 70% ALC x 5L	Monthly		
23.	39	Toilet Brush & Holder Set	Annually		
24.	15	Water Coolers floor standing- 40lbs - rental	Monthly		
25.	20	Distilled/purified Bottled Water 20L – refills	Weekly		
26.	20	Distilled/purified Bottled Water 500ml x 24	Monthly		
<b>TOTAL BID PRICE YEAR ONE (12 Months)</b>					
<b>2<sup>ND</sup> 12 Months</b>					
1.	18	Air freshener Dispenser 200ml rental	Monthly		
2.	18	Air freshener Refill 200ml	Monthly		
3.	16	Bin 20l Wall Mounted rental	Monthly		
4.	24	Sensor Liquid Hand Soap Dispenser (1L) rental	Monthly		
5.	24	Antibacterial Liquid Hand Soap refill (1L)	Monthly		
6.	18	Hand Lotion Dispenser 200ml rental	Monthly		
7.	18	Hand Lotion Refill 200ml	Quarterly		
8.	29	Sensor Femcare rental	Weekly		
9.	29	Sanitary Bag Dispenser refill	Weekly		
10.	43	Sensor Seat Spray Dispenser 100ml rental	Monthly		
11.	43	Seat spray foam refill 100ml	Monthly		
12.	56	Auto Sanitiser (Toilets/Urinals) 250ml rentals	Monthly		
13.	56	Sanitiser (Toilets/Urinals) 250ml refills	Monthly		
14.	43	Toilet Roll Holder 3 (500 Sheets) rental	Monthly		
15.	480	Toilet Paper/Rolls Premium Quality 500 sheets (Refill)	Monthly		
16.	24	Sensor Paper Towel Unit rental	Monthly		
17.	42	Paper Towel 3.6kg (Refill)	Monthly		
18.	88	Deep Clean (Toilets/ Urinals/Basins/ Shower/Kitchen Sinks)	Quarterly		
19.	2	Fogging Hygienic and Deep Cleaning 5000m <sup>2</sup>	Semi-Annually		
20.	15	Urinal Mat	Monthly		
21.	10	Hand Sanitiser Dispenser – No touch 1L rental	Monthly		
22.	1	Hand Sanitiser Liquid 70% ALC x 5L	Monthly		
23.	39	Toilet Brush & Holder Set	Annually		
24.	15	Water Coolers floor standing- 40lbs - rental	Monthly		
25.	20	Distilled/purified Bottled Water 20L – refills	Weekly		
26.	20	Distilled/purified Bottled Water 500ml x 24	Monthly		
<b>TOTAL BID PRICE YEAR TWO (12 Months)</b>					
<b>3<sup>rd</sup> 12 Months</b>					
1.	18	Air freshener Dispenser 200ml rental	Monthly		
2.	18	Air freshener Refill 200ml	Monthly		
3.	16	Bin 20l Wall Mounted rental	Monthly		
4.	24	Sensor Liquid Hand Soap Dispenser (1L) rental	Monthly		

5.	24	Antibacterial Liquid Hand Soap refill (1L)	Monthly		
6.	18	Hand Lotion Dispenser 200ml rental	Monthly		
7.	18	Hand Lotion Refill 200ml	Quarterly		
8.	29	Sensor Femcare rental	Weekly		
9.	29	Sanitary Bag Dispenser refill	Weekly		
10.	43	Sensor Seat Spray Dispenser 100ml rental	Monthly		
11.	43	Seat spray foam refill 100ml	Monthly		
12.	56	Auto Sanitiser (Toilets/Urinals) 250ml rentals	Monthly		
13.	56	Sanitiser (Toilets/Urinals) 250ml refills	Monthly		
14.	43	Toilet Roll Holder 3 (500 Sheets) rental	Monthly		
15.	480	Toilet Paper/Rolls Premium Quality 500 sheets (Refill)	Monthly		
16.	24	Sensor Paper Towel Unit rental	Monthly		
17.	42	Paper Towel 3.6kg (Refill)	Monthly		
18.	88	Deep Clean (Toilets/ Urinals/Basins/ Shower/Kitchen Sinks)	Quarterly		
19.	2	Fogging Hygienic and Deep Cleaning 5000m <sup>2</sup>	Semi-Annually		
20.	15	Urinal Mat	Monthly		
21.	10	Hand Sanitiser Dispenser – No touch 1L rental	Monthly		
22.	1	Hand Sanitiser Liquid 70% ALC x 5L	Monthly		
23.	39	Toilet Brush & Holder Set	Annually		
24.	15	Water Coolers floor standing- 40lbs - rental	Monthly		
25.	20	Distilled/purified Bottled Water 20L – refills	Weekly		
26.	20	Distilled/purified Bottled Water 500ml x 24	Monthly		
<b>TOTAL BID PRICE YEAR THREE (12 Months)</b>					<b>R</b>
TOTAL BID PRICE INCLUSIVE OF VAT @ 15% FOR THE THREE YEARS (36 MONTHS)				<b>R</b>	

## 9. PART C – BID PREPARATION AND SELECTION

### 9.1. THE BID PREPARATION

#### Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above.

#### Response preparation costs

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

#### Counter proposals

No counter proposals are accepted.

#### Central Supplier Database registration

The NRF as an organ of state is legally, only allowed to procure goods/services from suppliers/service providers registered on the National Treasury's Central Supplier Database. Respondents to this bid must include their Master Registration Number (Supplier Number) to allow for NRF-SAASTA to conduct basic due diligence through the Central Supplier Database, this includes proof of registration and tax compliance verification.

#### Collusion, fraud and corruption

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

#### Fronting



The NRF supports the Government's broad based black economic empowerment initiatives recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. NRF-SAASTA's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Bidders must ensure that fronting does not exist. Should NRF-SAASTA suspect any form of fronting, the bidder is given Seven days from date of notification to provide evidence that such fronting does not exist. NRF-SAASTA, upon confirmation of fronting, will invalidate the bid or any contracts entered into with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies NRF-SAASTA may have against such a bidder.

#### Disclaimers

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

#### General definitions

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

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

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

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

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

"EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

"Functionality" means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

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

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

"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.

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

"NRF" means the National Research Foundation and it is used interchangeable with its business units managing the contract being NRF-SAASTA.

## **9.2. THE BIDDER SELECTION PROCESS**

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

Responsive to submission requirements

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

Meeting technical specifications

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

Due Diligence

NRF-SAASTA will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and may conduct interviews with bidders to clarify their bid submission.

**Stage 2 – Pricing Evaluation**

NRF-SAASTA's evaluation committee will assess compliant bidders from the technical evaluation stage on their pricing and BBEE accreditation. The committee will compare each bidder's pricing quote on a fair comparison basis taking into account all aspects of the bid's pricing requirements. The qualifying bids will be ranked on points scored relative to both Price and B-BBEE rating in accordance with the PPPFA and as indicated on SBD 6.1.

**Stage 3 – Award and Contract Signing**

The bid will be awarded (post approval by the NRF's Delegated Authority to the bidder with the highest combined score for Price and BBEE rating unless there are other objective criteria, specified in the bid documents that need to be considered in addition to the combined score. The award is subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

**Cancellation of the bid prior to award**

NRF-SAASTA reserves the right to cancel this bid invitation prior to making an award where

- a) Due to changed circumstances there is no longer a need for this procurement, or
- b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the market price range determined by NRF-SAASTA or the budget allocated by NRF-SAASTA to this procurement.

## 10. PART D - RETURNS

<b>10.1. INVITATION TO BID (SBD 1)</b>	
<b>Bid number</b>	NRF/SAASTA BULD/19/2024-25
<b>Closing date and time</b>	27 September 2024
The NRF recognises the date and time as recorded on its systems for closure purposes.	
<b>SUMMARY OF BID REQUIREMENTS</b>	
<ol style="list-style-type: none"> <li>1. Supply and install hygiene care products.</li> <li>2. Supply and service hygiene equipment</li> <li>3. Supply and maintain Watercoolers and Bottled water</li> <li>4. Service for hygienic fogging and deep cleaning</li> </ol>	
<b>Number of original bid documents for contract signing</b>	1 pdf document
<b>Price validity period from date of closure</b>	90 days

<b>10.2. SUPPLIER INFORMATION</b>	
<b>Name Of Bidder</b>	
<b>Postal Address</b>	

## 10.2. SUPPLIER INFORMATION

<b>Street Address</b>					
<b>Name of contact person:</b>					
<b>Telephone Number</b>					
Code		Number			
<b>Cell Phone Number</b>					
Code		Number			
<b>Facsimile Number</b>					
Code		Number			
<b>E-Mail Address</b>					
<b>VAT Registration Number</b>					
<b>Tax Compliance Status</b>	Tax Compliance System PIN		<b>OR</b>	Central Supplier Database No.	MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE status level verification certificate/sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b>					
<b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign-based supplier for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	
Is the entity a resident of the Republic of South Africa (RSA)?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the entity have a permanent establishment in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the entity have any source of income in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is the entity liable in the RSA for any form of taxation?			<input type="checkbox"/> Yes <input type="checkbox"/> 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).

## 10.3. BID SUBMISSION

- |   |   |
|---|---|
| 1 | Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.  |
| 2 | All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.  |
| 3 | This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder. |
| 4 | The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.  |

## 10.2. SUPPLIER INFORMATION

## 10.4. 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
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.

## 11. SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

### 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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>1</sup> The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.


2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process 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.

<sup>2</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 a contract.

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

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

## 12. SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

### 1. GENERAL CONDITIONS

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

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

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

*(Delete whichever is not applicable for this tender).*

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

## 12. SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

system.

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20 (Proof of BBBEE level as per BBBEE status level scoring table)
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined

## 12. SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

1.1

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender



## 12. SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender:	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
B-BBEE Level 1	20	
B-BBEE Level 2	18	
B-BBEE Level 3	14	
B-BBEE Level 4	12	
B-BBEE Level 5	8	

## 12. SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

B-BBEE Level 6	6	
B-BBEE Level 7	4	
B-BBEE Level 8	2	
Non-compliant contributor	0	

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (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;

**12. SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

### 13. REFERENCE LETTER FORMAT FOR BIDDER

“INSERT REFEREE COMPANY LOGO”

<b>Referee legal name:</b>			
<b>Company:</b>			
<b>Bidder name :</b>			
<b>Bid Description :</b> PROVISION OF HYGIENE CARE SERVICES AND WATERCOOLERS FOR NRF-SAASTA DIDACTA BUILDING FOR A PERIOD OF THIRTY SIX (36) MONTHS			
<b>Describe the service/work the above bidder provided to you</b>			
<b>Performance risk</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Satisfaction with hygiene care services or maintenance services as scheduled			
Quality of equipment and products used and availability at all times			
Availability of the hygiene care equipment and products at all times			
Company professionalism during the contract period			
Adherence to safety standards of the personnel or staff			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the service provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Completed by:</b>			
<b>Signature:</b>			
<b>Company name:</b>			
<b>Contact telephone number:</b>			
<b>Date:</b>			

## 14. BID SIGNATURE (SBD 1)

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

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

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

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)