



**National
Research
Foundation**

INVITATION TO BID

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

Do not fall for it, it is a scam!

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

Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

BID DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER 7 RAIN INTENSITY SAMPLERS (DISDROMETER OR PRESENT WEATHER SENSOR) FOR EFTEON OVER A 3-YEAR PERIOD DELIVERED TO THE SAEON NATIONAL OFFICE IN PRETORIA

Bidder Name:	
Bid Number:	NRF/SAEON EFTE/56/2025-26
Compulsory Briefing Session	YES Date: 19 January 2026 Time: 11:00 AM Link: https://meet.google.com/ykc-wypv-dkh
Validity Period	90 days
Closing Date Closing Time:	Date: 02 February 2026 Time: 11:00 AM NO LATE BIDS WILL BE ACCEPTED
Bid documents are available on the following websites	www.saeon.nrf.ac.za ; www.nrf.ac.za ; www.etenders.gov.za
Electronic Bid Submission	Bid application via the National Treasury e-submission. Below is link and instructions for the application process: https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/
Bids Naming	Split documents into: 1. Technical Proposal (Proposal excluding price schedule) 2. Pricing Schedule (only the SBD3.1 form)
Enquiries are directed in writing to:	
Section	Supply Chain Management
Contact person	Irene Matsimela
Email address	tenders@saeon.nrf.ac.za

TABLE OF CONTENTS

INTRODUCTION.....	3
INTRODUCTION TO THE NRF	3
BACKGROUND TO South African Environmental observations network (SAEON).....	3
BACKGROUND EFTEON	3
PART A – CONTRACT REQUIREMENTS	3
SUPPLY MANAGEMENT.....	3
EQUIPMENT AND/OR SERVICES SPECIFICATIONS.....	4
BIDDER REQUIREMENTS	5
CONTRACT PERIOD	6
CONTRACT MANAGEMENT	6
STATEMENT OF SERVICE LEVELS.....	7
GENERAL AND SPECIAL CONDITIONS OF CONTRACT	9
EVALUATION CRITERIA FOR THE BID	21
THE BID PREPARATION.....	24
THE BIDDER SELECTION PROCESS	26
PART B – PRICING.....	27
PRICING CONDITIONS OF CONTRACT FOR THIS BID	27
SBD 3.2: PRICING DETAIL.....	Error! Bookmark not defined.
BID PRICE SCHEDULE (SBD 3.1)	28
PART C – RETURNS.....	29
PART A: INVITATION TO BID (SBD1)	29
SUPPLIER LEGAL INFORMATION.....	30
PART B - TERMS AND CONDITIONS FOR BIDDING	31
BIDDER’S DISCLOSURE (SBD 4).....	32
SBD 6.1 - PREFERENCE POINTS CLAIMED	35
SUGGESTED REFERENCE LETTER FORMAT FOR BIDDER	40

INTRODUCTION

INTRODUCTION TO THE NRF

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

BACKGROUND TO SOUTH AFRICAN ENVIRONMENTAL OBSERVATIONS NETWORK (SAEON)

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

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

BACKGROUND EFTEON

The Expanded Freshwater and Terrestrial Environmental Observation Network (EFTEON) is a Department of Science and Innovation (DSI) funded Research Infrastructure established under the South African Research Infrastructure Roadmap (SARIR) Initiative. The EFTEON aims to provide an instrumented platform for the South African environmental research community, focused on socially-relevant terrestrial landscapes and their coupled hydrological systems. A multi-scale approach is taken in the design to incorporate landscape-level processes, long term assessment of key biodiversity components, community-wide surveys and, meteorological and micro-meteorological measurements to inform about environmental and anthropogenic change. The EFTEON is managed by the South African Environmental Observation Network (SAEON), an entity of the NRF.

PART A – CONTRACT REQUIREMENTS

SUPPLY MANAGEMENT

EQUIPMENT AND/OR SERVICES SPECIFICATIONS

ITEM 1: Seven Rain Disdrometer Technical Specification

- Required Direct Instrument Outputs:
 - Hydrometeor size: (including solid and liquid droplets) to capture the range of precipitation classes from fog and mist through to hail (must measure 0.2 - 25mm as a minimum)
 - Size distribution measurement (>30 size classes)
 - Particle Size Range which spans both liquid and solid precipitation: 0.2 - 25mm or better or
 - Output as precipitation type (including *inter alia*: drizzle, rain, snow grains, snowflakes, hail, ice pellets, graupel cetera)
 - Hydrometeor velocity
 - Particle (hydrometeor) velocity: 0.2 - 10m/s
 - Rainfall/precipitation accumulation and intensity
 - Precipitation Sensitivity Detection 0.2mm/hour or better
 - Accumulation resolution: 0.2mm or better
 - Demonstrated scientific evaluation of accuracy of precipitation intensity (e.g. < 10% of precipitation intensity) or accumulation (< 10%), accuracy must be independently validated.
- Inferred Outputs
 - Present Weather and precipitation Class (inferred measurement)
 - Kinetic energy of hydrometeors
 - Standard output or it should be calculable from the standard outputs (number * particle size* velocity)
 - Visibility in precipitation (meteorological optical range)
- Operational Range
 - Operating temperature range of -20 to 50°C
 - To be able to withstand wind speeds of 50m/s
 - Voltage supply DC power 12V
 - Power usage less than 5w
- Logging requirements
 - Manufacturer specific software required to operate the instrument on Microsoft Windows
 - Dedicated logger to be supplied with each instrument
 - Able to store output for a period of 90 days
 - Loggers must have the ability for remote access of the data

- Must be able to log data onto an external logger (such as Campbell CR1000x)
- Documentation
 - User operation manuals and instructions
 - Technical documentation
 - Planned maintenance schedules inclusive of work required and required parts for services.

ITEM 2: After sales instrument support

Ability to support the offered instrumentation

- The appointed bidder updating the instruments' software and firmware as required (on site or remotely as required).
- The appointed bidder to provide telephone helpdesk (and dedicated contact person) to SAEON's technical staff to resolve queries and provide knowledge assistant.
- The appointed bidder to provide spares during the contract period and maintain a complete set in their facilities and a provisional costing included.
- The appointed bidder to warranty claims (GCC15) – being faults in instruments prior to delivery to SAEON – from start to end
- The appointed bidder to deliver instruments as per the issued delivery purchase order

ITEM 3: Training

- The supplier provides training on the operation and maintenance of the equipment for up to 6 SAEON technicians.
- Training is held either at the supplier's office or other appropriate venue
- Training program to include as a minimum the following components: set up and deployment, routine maintenance, basic aspects of logger use and data retrieval, and troubleshooting

BIDDER REQUIREMENTS

Bidders must provide following to qualify for the price competition:

1 Legal Identification

- 1.1 Bidders must provide their legal information on the signed SBD1. Bidders must provide detail Central Supplier Database report.

2 Ethical requirements

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

3 Technical qualifications

- 3.1 The supplier must demonstrate capacity to provide operational troubleshooting support and repair of the instrumentation for the duration of the contract. Support documents must be referenced.
- 3.2 Bidder to provide technical documentation minimum being instrument brochures or manuals demonstrating that the offered instrumentation meets ALL the requirements
- 3.3 The bidder must provide evidence of being an approved supplier from the OEM.
- 3.4 The bidder must provide evidence that the bidder has staff that have been trained in the maintenance of the instrumentation offered
- 3.5 The bidder must demonstrate that they have the capacity and ability to train SAEON staff (i.e. letter of capability to train from the OEM, or users where satisfactory training has occurred)
- 3.6 The bidder must provide reference letters from at least two (2) of their clients who are willing to be contacted to discuss the quality of service of similar products, as well as the supplier skills related to training on the deployment, operation and maintenance of the instruments and data logging systems that SAEON will be requiring. References must be where the similar services were rendered before.
- 3.7 Demonstrated instrument use in national and international observation networks (e.g. peer-reviewed publications).

CONTRACT PERIOD

This service will be for a three-year contract period, with instruments ordered as they are required as well as maintenance support over the three year period as the EFTEON landscapes develop.

CONTRACT MANAGEMENT

- i. Appointment of the NRF-SAEON Contract Manager after contract (SBD 7.2) is signed
 - The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
- ii. Appointed Bidder's Contract Manager
 - The bidder appoints a contract manager and notifies the NRF-SAEON in writing of the name and contact details of the appointed contract manager.
- iii. Contract Communication
 - The NRF communicates in writing including through email.
 - The NRF maintains all contract documentation, and communications and correspondence, etc. for record purposes.
 - The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number.
 - The NRF requires the appointed bidder to communicate in writing including through email at all times.

SERVICE LEVEL MANAGEMENT (General Condition of Contract Clause No: 22)

If the appointed bidder fails to meet any performance level:

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

STATEMENT OF SERVICE LEVELS

The service performance levels are:

Service Level	Performance Standard	Target	Penalties/ Consequences or remedies
Delivery, readiness and Commissioning of each rain intensity instrument for deployment	Rain intensity instruments are prepared and ready for deployment in the respective EFTEON landscape.	Rain intensity instruments are prepared and ready for deployment in the respective EFTEON landscape.	Issue non-performance which could lead to termination of contract. (Also refer to GCC 22)
Training of SAEON staff and students	Training is conducted as scheduled and all trainees are comfortable to operate instruments	Training is conducted as scheduled and all trainees are comfortable to operate instruments.	Issue non-performance which could lead to termination of contract. (Also refer to GCC 22)
Minimum response time of 48 hours	Rain intensity instruments perform optimally with minimal downtime.	Rain intensity instruments are performing optimally with minimal downtime.	Issue of non-performance is escalated to bidder directors. Where the issue is not actioned, could lead to termination of contract. (Also

			refer to GCC 22)
Maintenance management	As set out in the above section	As set out in the above section	Costs incurred by SAEON due to failure of maintenance as well as spares is for the account of the bidder

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 are 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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 provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- GCC2 Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- GCC 3 General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.
- GCC 4 Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- GCC 5 Use of contract documents and information**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

5.4.1 Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes 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 patent (a legal term 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).

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

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

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

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

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

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

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

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

may direct, and to support the purchaser or its nominee, in the prosecution and enforcement thereof in any country in the world.

5.4.10 The supplier irrevocably appoints the purchaser to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the purchaser, in its discretion, requires in order to give effect to the terms of this clause.

SCC5B Confidentiality

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

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

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

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

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

- was independently developed or in the possession of the recipient of the confidential information prior to its involvement with the other party;
- has become generally available to the public other than as a result of a breach of this contract by any of the parties;
- was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the other party, or
- is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure.

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

SCC5C Subject to compliance with the data protection laws applicable to it from time to time including the Protection of Personal Information Act No.4 of 2013 (**POPIA**), the supplier hereby grants the purchaser permission, in terms of POPIA to process, use, or disclose the personal data received in connection to this bid.

GCC6 Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

GCC7 Performance security

7.1 Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser;

7.4 The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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 limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC10 Delivery and Documentation
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents submitted by the supplier specified in SCC.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC11 Insurance
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- SCC The supplier is liable for an insurance claims equivalent to 3% (three percent) of the contract value or R 2 million (two million) for public liability, product liability, and professional indemnity, whichever is greater.
- 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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, 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	All services to maintain the instruments not included in the technical requirement and in 13.1 is included. Incidental services is only valid if confirmed through the issuance of a written purchase order that specifies where applicable, quality, quantity, description, unit price, and delivery date of such services.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	The term "may" in GCC14 shall be 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 that 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for the twenty-four (24) months after 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 twenty-four (24) 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 The warranty to and in favour of the goods is limited to the shipment of the goods to final destination and for pre-deployment checks on the goods.
- GCC16 Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- SCC Payment is made 30 days after receipt of invoice or claim by the purchaser from the supplier 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected 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 five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- GCC26 Termination for insolvency
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- GCC27 Settlement of disputes
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
- SCC The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.
- 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
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.

EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	DECISION SCHEME	Bid Section Reference
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	GO/NO GO	Page 28-30
			Does the SBD 1 agree with CSD record	GO/NO GO	Page 28-30
Signed SBD 4 Bidder's Disclosure		Administrative	Bidder has no grounds for disqualification	GO/NO GO	Page 31-33
Signed SBD 6.1		Administrative	Is the bidder claiming preference point for the price competition?		Page 33-37
A valid B-BBEE certificate or sworn affidavit		Optional	Did the bidder submit a valid B-BBEE certificate or sworn affidavit?	For Claiming of preference points/specific goals. Non-submission of B-BBEE certificate will not result in disqualification.	Page 33-37
Signed SBD 3.1		Mandatory	Did the bidder submit their pricing schedule in a separate folder/file?	GO/NO GO	Pages 27
2 x Reference letters or a list of contactable references where similar services were rendered.		Mandatory	Does the bidder's references demonstrate ability to execute the contract?	GO/NO GO	Page 38
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	DECISION SCHEME	Bid Section Reference

ITEM 1					
Rain intensity instruments technical specifications	Instrument Specification sheet	Mandatory	Does the instrument specifications meet all the required criteria?	GO/NO GO	Page 5
ITEM 2					
Local Supplier/Distributor Letter (OEM)		Mandatory	Is the bidder certified by the OEM to service and maintain the rain intensity samplers?	GO/NO GO	Page 4
Service, maintenance and refurbishment of rain intensity sampling instrumentation		Mandatory	Is the bidder able to service, maintain and refurbish the OEM rain intensity instruments? Bidder to provide letter from the OEM or local distributor who are certified by OEM stating this.	GO/NO GO	Page 5
Troubleshooting of technical issues and spares components available for instrument repairs		Mandatory	Is the bidder able to fault find engineering and technical issues? Bidder to provide letter from the OEM or local distributor who are certified by OEM stating this.	GO/NO GO	Page 5
ITEM 3					
Training workshop		Mandatory	Is the bidder able to organise and host a training workshop in	GO/NO GO	Page 6

			conjunction with the OEM or local distributor who is certified by the OEM?		
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BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

The last date for the submission clarification questions shall be seven (7) working days from the closing date of the tender.

Response preparation costs (GCC3)

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

Counter proposals

No counter proposals or variations are accepted.

Two folder system

SAEON, in the interests of transparent procurement, utilises the two-folder system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two electronic folders:

- The first folder shall contain the technical and compliance response; and
- The second shall contain only the pricing response.

Bidders must ensure that they do not indicate any financial information in the first folder.

Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) on their SBD 1 form. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

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

Fronting/Hidden Beneficial Ownership

The NRF supports the Government's broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or

endorsements to any third parties concerning the document. The NRF has no liability towards the responding third parties in connection therewith.

General definitions

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

“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 7.2) which has been signed by the awarded bidder and the National Research Foundation;

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

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

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract.

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 requirements

A Bid that meets all the submission requirements (Bidder's Mandatory Qualifications) in the bid document is a responsive bid that proceeds to the next stage. The NRF's evaluation committee will disqualify non-responsive submissions including not meet the minimum technical specifications.

Due Diligence Research

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

Stage 2 – Price competition

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

The NRF's evaluation committee add preference points as set out in the SBD6.1 to the calculated price points in accordance with the PPPFA.

Stage 3 – Award and Contract Signing

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

Cancellation of the bid prior to award

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

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

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

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

1.	Compliant price calculation for price competition: Price quoted is South African Rands in terms of General Conditions of contract clause 16.4
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable costs and taxes <u>including VAT</u> , less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in terms of General Conditions of contract clauses 12, 32.1 and 32.2. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
5.	Value Added Tax: Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
7.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
8.	Delivery Points are: SAEON, Didacta Building, 211 Nana Sita street, Pretoria, 0001

BID PRICE SCHEDULE (SBD 3.1)

Submit pricing in separate folder (stand-alone)

DESCRIPTION	NO OF UNITS	UNIT PRICE	TOTAL
ITEM1: Rain Disdrometer (as per specifications on page 5)	7	R	
ITEM2: Training on use of instruments (as per specifications on page 5)	1	R	
ITEM3 Delivery Costs		R	
Provisional costing for maintenance schedule for three years (as instructed by the contract manager)	1	R	
Maintenance Year 1	1	R	
Maintenance Year 2	1	R	
Maintenance Year 3	1	R	
PRICE EXCLUDING VAT			
VAT (15%)			
TOTAL BID PRICE INCLUSIVE OF VAT			

PART C - RETURNS

PART A: INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	NRF/SAEON EFTE/56/2025-26	CLOSING DATE:	02 February 2026	CLOSING TIME:	11:00 AM		
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER 7 RAIN INTENSITY SAMPLERS (DISDROMETER OR PRESENT WEATHER SENSOR) FOR EFTEON OVER A 3-YEAR PERIOD DELIVERED TO THE SAEON NATIONAL OFFICE IN PRETORIA						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
N/A (Electronic submission)							
<table border="1"><tr><td>Electronic Bid Submission</td><td>Bid application via the National Treasury e-submission. Below is link and instructions for the application process: https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/</td></tr></table>						Electronic Bid Submission	Bid application via the National Treasury e-submission. Below is link and instructions for the application process: https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/
Electronic Bid Submission	Bid application via the National Treasury e-submission. Below is link and instructions for the application process: https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON		CONTACT PERSON					
TELEPHONE NUMBER		TELEPHONE NUMBER					
FACSIMILE NUMBER		FACSIMILE NUMBER					
E-MAIL ADDRESS		E-MAIL ADDRESS					

SUPPLIER LEGAL INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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

- 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:

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

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.....
- 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

2. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P}{P} \right)$$

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

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:

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system) and explain the relationship between the B-BBEE level and specific goals.

Bidders to submit a valid BBEE certificate in order to earn points on specific goals. Failure to submit the valid BBEE certificate, the bidder will not be allocated points for specific goals

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

8	2	
Non-compliant	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name _____ of
company/firm.....

4.3. Company _____ registration _____ number:
.....

4.4. 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]

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

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

(a) disqualify the person from the tendering process;

SBD 6.1 - PREFERENCE POINTS CLAIMED

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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.....

SUGGESTED REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

Bid Description: Appointment of a service provider for Provision of 7 Rain Intensity Samplers (also referred to as Disdrometer or Present Weather Sensor) for EFTEON over a 3-year period delivered to the SAEON National Office in Pretoria

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
The service provider has the capacity and relevant technical abilities to troubleshoot and maintain the OEM			
Does the service provider (bidder) have strong technical skills, with permanently employed staff certified to train users of the equipment?			
Is the service provider are authorised to sell the OEM equipment in South Africa?			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date: