



SAAO

South African
Astronomical Observatory

INVITATION TO BID

THE SUPPLY AND DELIVERY OF ANNUAL JOURNAL SUBSCRIPTIONS TO SAAO FOR A 60 MONTH PERIOD

Bid Number: NRF/SAAO/SLIB/59/2020-21

Closing date: 6 April 2021

Time: 11H00

Bidder Name:

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INTRODUCTION TO THE NRF

The National Research Foundation is a schedule 3A Public Entity.

The National Research Foundation Act, Act 23 of 1998 establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and the legal entity that will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

Please visit the NRF website for more information.

<https://www.nrf.ac.za/>

INTRODUCTION TO THE BUSINESS UNIT

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility and by promoting astronomy and astrophysics in Southern Africa. SAAO headquarters are in the suburb of Observatory in Cape Town. The main telescopes used for research are located at the SAAO observing station (32°22.795'S 20°48,657'E) near Sutherland in the Northern Cape, a 4-hour drive from Cape Town.

Please visit the SAAO website for more information.

<http://saao.ac.za/>

CONTEXT OF THIS PROCUREMENT NEED

The purpose of this tender is to award a contract to a reputable service provider as required by the National Treasury Regulations (NTRs) and Public Financial Management Act (PMFA) through an open and competitive process to render a journal subscription service to the SAAO for the period 2021 to 2025. The agreement will commence upon signing of the contract by both parties and will be for **a period of 60 months**, subject to an annual review of Bidder performance and costs.

The invitation to tender is for the supply of Library Journal Subscriptions in the form of print and electronic format as specified in the pricing schedule 3.2 below.

This tender is to ensure the following:

- As the National Library of Astronomy for South Africa, the provision of access to the journals for the researchers at a world class facility, the SAAO.
- Ability to fulfill the NRF mandate of knowledge generation;
- Research Support and Information Services to SAAO staff members, students and collaborators required for basic and applied research, postgraduate student support, conference participation, project planning and implementation;
- Sourcing full-text of research output for researchers for rating purposes;
- Recording and capturing of the research output to provide necessary statistics for key performance indicators and access to Innovation Programme funding;
- Academic peer-reviewed literature needed for research at SAAO;
- Peer reviewed literature needed for business and administrative decisions at SAAO.

PART A

PRE-QUALIFICATION ELIGIBILITY CRITERIA

NRF TRANSFORMATION

Minimum status B-BBEE level or not? Yes

Minimum status level 8

A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.

Verification Certificate Submitted Yes No

Sworn Affidavit Submitted Yes No

DETAILED SPECIFICATIONS

1. Scope of the required services

For the purposes of this tender the following definitions are applicable:

Journal: Any domestic or foreign publication, including paper and other media, issued at regular intervals of more than one day and to continue indefinitely, which is charged on a pre-paid subscription basis.

“Library”: SAAO library

Library users require access to online as well as print format journals.

The Bidder will deliver the following services to the Library in support of its information subscription procurement role:

- Production of quotations on request;
- Flexible invoicing in local and foreign currency as required
- Payments are processed 30-days upon invoice and statement submitted to SAAO
- Foreign exchange services, at very competitive rates; hedging services to mitigate the volatility of the Rand
- Consolidation for print (overseas and local titles, door to door delivery, automatic claiming)
- Negotiation of preferential pricing and payment timing with publishers, on behalf of Clients
- Collection/information resource audits to identify duplication and opportunities to reduce overall cost of ownership and maintenance of information collections.

2. Bidder general obligations.

The Bidder must provide detailed specifications of the services they are tendering to provide, covering as a minimum, all the points raised in this document. If any of the requirements are not offered, this must be stated clearly. A statement is required against every section below describing how the requirement will be met.

The Library requires the highest quality of service. It is expected that the Bidder shall make every effort to ensure that matters relating to publishers and the supply of materials from them are dealt with speedily and efficiently.

This contract is subject to annual reviews and subject to satisfactory achievement of agreed performance

criteria. Failure to comply with these criteria after due opportunity for corrective action may lead to cancellation of all or part of the contract.

3. Experienced track record

- The Bidder must describe in detail their ability to demonstrate experience of handling large journal accounts within the specialised library environment.
- The Bidder must submit two (2) reference letters with contact details of referees

4. Transfer of titles

- The Bidder must specify the level of help and support, which will be provided by the Bidder during the transition period in the event of subscriptions being transferred to the Bidder. The Bidder must also indicate the level of support they would require from the Library during this period.
- The Bidder must indicate the level of support, which will be provided at the end of the agreement for the transfer of subscriptions to another Bidder if applicable.

5 Contacts and communication

- The Bidder must maintain regular contact with the Library through an experienced, single, named contact. Any change to the named contact must be notified in writing to the library concerned, prior to the change being made.
- Meetings with appropriate members of staff from the Library must take place at least once a year and must be followed up by written confirmation of matters discussed and agreed. Either party on demand may call other meetings, should matters require it. The venue of the meetings, and the party designated to keep the record, will be at the discretion of the library.
- All communication must be in English.
- Communication between the Bidder and the Library may be in any appropriate form, but matters relating to new orders, renewals, cancellations or any changes to the agreed terms of journal subscriptions must be confirmed in writing by letter or Email within a period of 10 days. All written communication must include the subscriber or reference number of the Library.

6. Orders, cancellations and renewals

- The Bidder must confirm orders for new titles and this confirmation will include bibliographic details including title, ISSN, order number, start date, current price, delivery address and invoice address.
- The bidder must provide information on the most cost-affordable and effective way for the NRF SAAO to get access to the content of journals.
- Orders for new titles must be passed to the publishers within 2 days of receipt of the official order and acknowledged within 10 working days-to ensure receipt of the publication by the set date.
- Cancellations may be communicated to the Bidder and by an authorised member of the Library's staff, but must be confirmed in writing within 10 working days.
- The Bidder shall provide a list of subscription renewals to the library by the **30th September** each year, even if the tender is awarded for five (5) years. The Library shall make every effort to confirm renewals by **31 October** each year, while recognizing that there may be exceptional circumstances that cause

this date to be pushed back.

- The library will request quotations for any new titles (not on the current list) that may be required in future as and when necessary. These quotations would have to be approved by the organisation prior to supply. The order should be followed by a formal acknowledgment of the order.
- The Bidder must make every effort to obtain firm prices from publishers prior to dispatch of the renewal list. Titles must be clearly marked as to whether their prices are firm or estimated.
- The Library shall be notified in writing of any cessation of publication of a subscription within 10 working days of the Bidder's receipt of this information from the publisher.
- The Bidder shall provide information relating to the publisher's price of subscription renewal on request.
- Subscriptions with price increases is at the discretion of the SAAO to accept or reject. The Bidder should quote on an annual basis even if the tender is awarded for five years.
- The Bidder must describe in detail how they will monitor correct handling of orders and establish and report on a service quality of at least 98% of transactions without error and completed within the timescale specified.

7. Back Issues (where print copies are supplied)

The Bidder must be able to supply back issues of journals against official orders, whether on subscription or otherwise. Please state whether this can be done and describe an outline of the Bidder's back issues organisation including charging policies.

8. Delivery (where print copies are supplied)

- Material will be delivered to the address provided by the Library directly from the publisher unless part of a consolidation service or unless otherwise specified by the Library.
- The Library undertake to notify the Bidder in writing of any change to the notified address, and the Bidder will notify these changes to publishers within 5 working days of the receipt of the information from the library.

9. Consolidation

- The Bidder must outline their system for the consolidation of material from various zones, e.g. Europe, United Kingdom, North America and the rest of the world. This must include the name of the freight handling company(ies) used for delivery of consolidated material.
- A response is required outlining the Bidder's arrangements against each of the following areas:
 - receipt and check-in of current issues
 - physical processing and labelling which may include shelf marking, security strip insertion, and attachment of circulation lists
 - repackaging, dispatch, and shipment patterns of documentation of claiming missed or overdue issues
 - back issues
- The Bidder must specify any systems or procedures and any associated costs for the transmission and downloading of electronic check-in information into library housekeeping systems.
- The Bidder must indicate the terms they will offer for the consolidation of subscriptions from North

America, Continental Europe, the United Kingdom and the Rest of the World, based upon a charge per subscription. Please specify the full charges, including discounts and handling charges, as a percentage cost for the basic subscription at domestic prices.

- VAT Implications of imports
- The Bidder shall be responsible for the payment of any import taxes on journal volumes sourced from overseas publishers.
- The Bidder must indicate if they are able to provide comparative information, on an annual basis, of charges via consolidation and via direct supply.

10. Claims and Queries

- The Bidder must describe in detail their system for processing claims, including follow-up of unfulfilled claims.
- The Bidder must process all claims within 2 working days of notification by the Library.
- The Bidder shall notify the Library of responses from publishers within 5 working days, and reports on unsatisfied claims will be provided to the Library on a monthly basis. **At least 90% of claims will be resolved within 3 months of first notification by the Library.**
- The Bidder will monitor the pattern of claims to identify and deal with subscriptions where the supply of material has become irregular and/or infrequent.
- The Bidder must outline their present system of communication with the library in relation to claims and queries.
- The Bidder must establish and report on a service quality of at least 98% of transactions without error and completed within the timescale specified.

11. Invoices, Credits and Financial Statements

- The Bidder must be able to satisfy various patterns of payment (e.g. rebates, early settlement discounts, supplementary invoices, final settlement dates etc.).
- Invoices will normally be required to be in South African Rand but the Bidder must indicate whether the option of using other major currencies provides any economic advantage for journals sourced in foreign currencies, including US Dollars and European Euros.
- Invoices will be supplied to the Library in a format relating to layout and content customised to the requirements of the library, including the following options:
 - Title
 - ISSN (where available)
 - Frequency
 - Volume number where available
 - Year of publication and/or period covered
 - Publisher's list price
 - Currency of publication and/or country of origin
 - Exchange rate handling charge
 - Discount applicable
 - Net price
 - Format (print or print & online)
- Credit notes must be generated and received within 10 working days of the credit being agreed.

- Where the Library chooses to use a prepayment facility, any resulting overpayment must be advised to the Library and a refund, credit note or credit made within 10 working days of the full information being available
- The basis of the bid shall be the surcharge that is added to the publisher's price that a Bidder wishes to offer. These percentage surcharges offered will remain fixed for the duration of the contract and may not be altered to the detriment of the Library. Value Added Tax (VAT) for South African publications must be included in the percentage surcharge offered.
- The Bidder must describe in detail how they will monitor correct handling of invoices, credits and financial statements, and establish and report on a service quality of at least 98% of transactions without error and completed within the timescale specified.

12. Services

- The Bidder shall provide information in the tender relating to the number and range of titles available on its database and the systems available for providing bibliographic information.
- Regular updates are required on bibliographic changes, e.g. title and publication pattern changes.
- The system of access to the Bidder's database must be specified, including any costs likely to be incurred by the Library making use of the database. Access required shall include the ability to check titles, as well as prices, availability and any claiming rules imposed by the publisher.
- The Bidder's database must include access to the Library's individual subscription data by the following criteria: ISSN (where available); publisher's reference number; title; subscription number; both the Library and Bidder's site address; keyword; library's order number.

13. Electronic Systems

- Electronic mail must be a standard means of communication between the Bidder and the Library.
- The Bidder must outline their present services relating to electronic table of contents (ETOC) systems, alerting services, other value-added services and any programme for the future development of these services.
- The Bidder must be committed to using or developing systems compatible with generally accepted forms of electronic standards, including Z39.50 and its future derivatives.

14. Electronic Access (Internet)

- Electronic mail must be a standard means of communication between the Bidder and the Library.
- The Bidder must confirm that access will be provided to the Internet output of all publishers.
- The Bidder will confirm that administration of network licensing is offered.
- The Bidder will confirm that printed and or electronic lists of available titles will be provided including details of different levels of pricing, including network license costs.

15 Electronic Journals

- The Bidder must provide details of their services, now and in development, to provide access to e-journals, preferably by means of a single gateway.
- The Bidder must confirm that the service is searchable by:
 - Journal title
 - Keyword
 - Subject
 - Publisher
 - Article author
 - Article title
- The Bidder must state whether the service offered is constructed so that direct access to individual journal titles from the Library's public access catalogue is possible.
- The Bidder must indicate whether the service offers the following features:
 - full-text articles (please state format, e.g. PDF, HTML) viewing, printing, and downloading
 - TOC searching
 - HTML and open resolver links to other databases and resources
 - usage reports
 - access control via a variety of methods, controlled by the library (e.g. passwords, IP address), variable control by user type (e.g. through ATHENS authentication)
 - e-journal management tool, e.g. web-based A-Z tool
 - electronic subscription management
 - electronic resource management

The Bidder must state pricing structure for electronic journals service, including the terms if any on which free access will be provided.

16 Quality Requirements

The supplier must undertake and warrant that all goods shall, at the time of delivery, be according to specifications, in good condition, order and ready for use.

The NRF SAAO wishes to receive proposals (incl. quotations) from reputable suppliers that can deliver as product of high quality, value for money and whether the quotation meets the specifications stated above. The track record of the supplier in terms of delivering goods and services on time is also of importance.

17. Specific conditions

- Quality means product adherence to the specification requirement.
- Defective products must be replaced at the cost of the supplier within an agreed period.

- Deliveries must meet predetermined schedules agreed with the NRF SAAO.
- The NRF SAAO reserves the right to reject any deliveries not conforming to the above, including damaged units.
- Where previously agreed delivery schedules are not met by a supplier, the NRF shall have the right to

appoint an alternative supplier (such as the next highest-ranking proposal / quotation received for example or any other supplier able to deliver) to make good the shortfall in supply. Any extra costs incurred by the NRF in obtaining such corrective services or products from another source will be for the account of the defaulting supplier. As such, any costs already incurred by the initially appointed supplier shall, at the sole discretion of the NRF, be for the account of that supplier since it failed to deliver. The normal penalties provided for on the NRF's purchase order shall also apply.

- The appointed service provider reports to the primary authorised library contact at the NRF SAO
- The service provider performance is measured against the levels specified under Performance Levels

The name(s) of the supplier's contact(s) for questions that may arise during the evaluation process

References – the supplier must provide contact names, phone numbers and email addresses of a minimum of three existing customers. It is preferable that at least one of these customers be either an institution of higher education, government department or research facility.

Vendor account manager's name, email address, address and phone number for contract interpretation, billing problems, and purchasing information.

Vendor must provide information about their business including:

- Minimum of 10 years' experience in providing journal subscription services
- Number of agreements with higher education institutions, government departments or research facilities
- Number of years these specific employees have been handling higher education, government departments or research facilities accounts.

The service provider performance is measured against the levels specified under Performance Levels

18. Additional Information

The Bidder should provide any additional information that is considered of value to enhance the service specification. It is important that this be restricted to relevant material.

19. Pricing Schedules

In the case of hard copies, the Bidder must state clearly whether the price will include postage and delivery for South African titles (and air freight for other titles) or if a separate charge (other than any stated handling charge) will be made. All costs must be declared

20. Bidder's market knowledge

Bidder's Market Knowledge Prospective Bidders must have a proven knowledge of and working relationship with the South African and International periodicals market and should have long-standing relationships with international publishers.

21 Invoicing and quotation

Invoices are submitted to validate that delivery of goods / works / services has been made and at the required quality and on time. No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider are validated for payment.

The NRF SAAO will pay validated invoices in full within thirty (30) days from the monthly statement date.

The NRF SAAO does not accept predated invoices.

Detailed quotations (as per specification above) indicating unit and total costs.

Suppliers must take care to ensure that they have estimated and calculated the costs correctly before submitting the quotation as errors in low costing will not be adjusted upwards.

Quotations must include cost of supply, delivery (where applicable) and installation. Price quoted to be fully inclusive of all costs including delivery (where applicable) to the specified site; value added tax and other taxes.

A full breakdown of costs, including detailed bill of quantity, contingencies, and all professional fees etc., must be provided in the required format.

Detailed information is optional and to be provided as annexures to the details provided below.

No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

22. Deliverables

Online access to all the online journals, including back copies, to all library users at South African Astronomical Observatory (SAAO);

Timeous delivery of all printed journals

Tracking journals

The agent will act as intermediary in procuring the following subscription products for the client:

E-subscriptions individual

Print including consolidation and door-to-door delivery

Back copies

Subscription management support tools

Provide advice on licencing and access to journals as required

Negotiation of preferential pricing with publishers on behalf of SAAO

CONTRACT PERIOD

The contractual period for this bid is for five (5) years only (2021-2025)

PERFORMANCE/SERVICE LEVEL CONDITIONS

1. If the contracted bidder fails to meet any performance level:
 - a. The contracted bidder shall 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 the NRF as to the extent requested by the NRF of the status of remedial efforts being undertaken

with respect to such performance level failure; and
 d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.

STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS

PERFORMANCE BEING MEASURED	MEASUREMENT METHODOLOGY	PENALTY AND LEVEL
24/7 Access to online journals as per required title list	Ability of Library staff and users to continuously have 24/7 access to the journals via publishers' online portals and IP recognition for accredited users As per Clause GCC22 will be applied Regular and timeous consolidated delivery service of print copies where applicable as per agreed schedule between two (2) parties Delivery and receipt of journal print	5% deduction from invoice
Regular and timeous consolidated delivery service of print copies where applicable as per agreed schedule between two (2) parties	Delivery and receipt of journal print copies on site at least every two weeks or as per agreed schedule between two (2) parties.	5% deduction from invoice
non-delivery of Journal issues which could lead to gaps in the journal collection, no damaged or missing print copies.	Regular communication between publishers and bidder regarding claims and missing journal issues and reporting to library contacts within a timeous manner	5% deduction from invoice
Online database for journal subscription management	Ability of library staff to access real-time journal data for tracking and monitoring of orders, including bibliographic data and online reports	5% deduction from invoice

EVALUATION PROCESS

A multiple stage process is followed:

Administrative stage (One): (/CSD registered/ SBD's/B-BBEE/Returnable document list/datasheet) Compliance with administrative requirements as stated in Part A

Technical stage (Two): Compliant bidders will be evaluated based on the technical compliance in Part A

All bidders that fail to meet the technical minimum will be disqualified from further evaluation.

Scoring stage (Three): Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1.

BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

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

CENTRAL SUPPLIER DATABASE REGISTRATION

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

CLARIFICATION

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

RESPONSE PREPARATION COSTS

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

TWO ENVELOPE SYSTEM

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.

- a) All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/ box shall have the technical, compliance and BBBEE response and the second envelop/ box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box.
- b) Bidders are required to package their response/Bid as follows:
 - **Volume 1 part A** : **Bid Forms and Compliance Response**
 - **Volume 1 part B** : **Technical or Functional Response (response to scope of work)**
 - **Volume 2** : **Financial Proposal and Bid Form C**
- c) **Electronic submissions:**
Electronic submission size is limited to 20MB per email and a maximum of 3 emails per service provider.

COLLUSION, FRAUD AND CORRUPTION

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

FRONTING

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

- a. B-BBEE Status level certificate issued by an authorized body or person;
- b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

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

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

Checking Tax Compliance

Stage 5A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

Stage 5B – Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder’s completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, the NRF notifies the recommended bidder in writing of this and provides the recommended bidder seven (7) working days to submit written proof from SARS that they are not resident and have no outstanding tax obligations to the South Africa Revenue Services. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid..

Award and Contract Signing

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

Cancellation of the Bid prior to Award

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

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

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

SPECIAL CONDITIONS OF CONTRACT

(AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION).

1. Implementation Planning and Project Management

The contracted provider will arrange an initial meeting to determine final manufacturing and delivery execution with the assigned NRF project team in terms of the specified delivery management in this document. Both parties agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation. The institution will issue purchase orders with the finalised delivery management timings as a

SPECIAL CONDITIONS OF CONTRACT

project control tool.

2. **Performance Verification**

In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager verifies the performance of this contract with reference to the required delivered equipment and commissioning services and any other element specified in this contract.

The supplier conducts factory acceptance tests and sends the test results to the NRF project/contract manager for verification against the specifications in this document. The supplier does not ship/delivery these until the supplier receives in writing acceptance of the factory test results from NRF project/contract manager.

The supplier will rectify any non-compliance at their facilities, conduct factory acceptance testing, send the results to NRF for their acceptance on the results submitted.

The supplier, upon receipt of NRF approval to ship, will pack to the equipment protecting against any risks to the equipment and the tested performance results. The supplier will deliver to site.

After the supplier has commissioned the equipment, the supplier with the NRF project/contract manager will conduct an on-site performance testing and compare the results to the approved factory acceptance testing. The supplier corrects any variations in these results.

Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost, and total value on the same signed document.

3. **Contract Due Diligence during the contract period:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.

4. **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.

5. **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

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 contracted party meets with the relevant health and safety instructions as given to them by site safety personnel, where relevant. Depending on the site, personal protection equipment are worn at all times while on the site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7), 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 contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF its valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and diseases Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of the Act at the site

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during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

6. **Jigs, and Tools:** All jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of the NRF where the NRF pays for these. On breach of the contract, the NRF has the right to enter the contracted party's premises to remove its assets. On completion or cancellation of the contract, the contractor returns all NRF property to the NRF.

GENERAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions, Special Conditions specific to this bid contract not part of the General Conditions of Contract, and which General Conditions of Contract (GCC) are not applicable to this contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

GCC1	Definitions - The following terms shall be interpreted as indicated:
1.1	" Closing time " means the date and hour specified in the bidding documents for the receipt of bids.
1.2	" Contract " means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..
1.3	" Contract price " means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	" Corrupt practice " means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	" Countervailing duties " imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	" Country of origin " means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7	" Day " means calendar day.
1.8	" Delivery " means delivery in compliance of the conditions of the contract or order.
1.9	" Delivery ex stock " means immediate delivery directly from stock actually on hand..
1.10	" Delivery into consignees store or to his site " means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	" Dumping " occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	" Force majeure " means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	" Fraudulent practice " means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	The electrical power will be supplied in accordance with the South African national specifications (contained in SANS 048-2) with single phase power at 230 V and 3-phase at 400 V (phase-to-phase), at a frequency of 50Hz.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property

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Intellectual property are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

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

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

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

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

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).

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

The contracted supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.

The contracted supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.

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

SCC5B

Confidentiality

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 National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:

- a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.
- b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

- a. Disclose the confidential information to any third party, or
- b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- c. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

- a. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
- b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
- d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all

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	<p>material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ol style="list-style-type: none"> a. All written disclosures received from the NRF; b. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and c. All material embodiments of the contract intellectual property. <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	<p>Protection of Private Information</p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	<p>Patent rights</p>
6.1	<p>The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<p>Performance security</p>
7.1	<p>Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>
7.2	<p>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.</p>
7.3	<p>The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ol style="list-style-type: none"> 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque.
7.4	<p>The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
SCC7A	<p>An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million to the same value as any such upfront deposit.</p>
GCC8	<p>Inspections, tests and analyses</p>
8.1	<p>All pre-bidding testing will be for the account of the bidder.</p>
8.2	<p>If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p>
8.3	<p>If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p>
8.4	<p>If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p>
8.5	<p>Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p>
8.6	<p>Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p>

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8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	See special conditions under the service delivery section.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	No additional requirements for this bid as bidder is responsible for installation and commissioning
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10.1	Returnable documents required are specified in the bid document itself.
SCC10.2	The supply of equipment will be on Incoterms DAP basis, including local transport and rigging on the delivery site.
GCC11	Insurance
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11A	The contractor carries insurance of at least 5% of the contract value for both: <ul style="list-style-type: none"> • public liability (including product liability) and • professional indemnity
SCC11B	NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC12	The shipping by sea to the port of Cape Town is the responsibility of the supplier. The supply of equipment will be on Incoterms DAP basis, including local transport, rigging and installation by crane which will also be the responsibility of the supplier, with the assistance of South African Astronomical Observatory (SAAO).
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: <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>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</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>

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SCC13.1A	The period for Clause 13.1.4 above is for fifteen years post commissioning.
SCC13.1B	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
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.
SCC13B	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
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.
SCC14.1A	As stated in Clause 14.1, the supplier is required to make available any or all of the materials, notifications, and information pertaining to the spares required to support the equipment.
SCC14.1B	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. Spare parts includes spares, replacement components, consumables, sub-systems, manuals, firmware and software,
SCC14.1C	The supplier holds or has available adequate supplies of spare parts to enable delivery upon receipt of the spares purchase order issued under this GCC and its SCC within the time frame stipulated in the Management of Performance Levels section.
SCC14.1D	Prices for spare parts charged by supplier not included in this contract's initial price schedule (SBD 3.1) shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares. The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC15A	The warranty period will change from the 1-year minimum period in the event that an extended warranty is purchased.
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 fulfillment of other obligations stipulated in the contract.

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16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16.1A	Payment terms are as follows: Payments will only be made after all performance tests have been completed at South African Astronomical Observatory (SAAO). Payments for goods without signed verification certificates are not processed. Pre-payments will only be negotiated after all other GCC16 & SSC16 conditions have been met.
SCC16.2A	Clause 16.2 is met only where the invoice is accompanied by NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.
SCC16.3A	The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16A, as recorded in the NRF systems.
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.
SCC17	Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and spare parts.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.
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

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	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	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1 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;</p> <p>23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>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.</p>
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.
SCC23.2A	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p> <p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
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,

GENERAL CONDITIONS OF CONTRACT	
	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, <p style="margin-left: 40px;">27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="margin-left: 40px;">27.5.2 The purchaser shall pay the supplier any monies due the supplier.</p>
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; <p style="margin-left: 40px;">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</p> <p style="margin-left: 40px;">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.</p>
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services

GENERAL CONDITIONS OF CONTRACT	
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Submit pricing in separate envelope (stand alone)

3.2 PRICING CONDITIONS AND DETAIL

1. **Pricing Schedule:** In terms of General Conditions of contract clause 17.1, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract.
2. **Price Adjustment:** Price adjustments and their corresponding rules for the managing of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.
3. **Ceiling Price Calculation:** The NRF provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
4. **Commitment to Contracted Service Provider:** The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
5. **Commitment of funding to Purchase Orders issued in terms of the Contract:** The NRF, when issuing the written purchase order stipulating quantity, description, delivery date, and the unit price as set out in this contract, guarantees that the funding is available for the value of that purchase order.
6. **Price Delivery Points are:**
 SAAO
 Observatory Road
 Observatory
 7925
 Att: SAAO Library
7. **Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

3.2 PRICING SCHEDULE

	TITLE	ISSN	SUBSCRIPTION FORMAT	PUBLISHER	QTY	UNIT PRICE	TOTAL INCL VAT
1	Acta Astronomica	0001-5237	Print	Copernicus Foundation for Polish Astronomy	1		
2	Annual Review of Astronomy & Astrophysics	1545-4282	Online	Annual Reviews Inc	1		
3	ASP Conference Series		Online	Astronomical Society of the Pacific	1		
4	Astronomical Almanac	0737-6421	Print	Charts International	5		

5	Astronomical Journal	1538-3881	Online	IOP publishing	1		
6	Astronomische Nachrichten	1521-3994	Online	Wiley-VCH Verlag GMBH	1		
7	Astronomy & Astrophysics	1432-0746	Online		1		
8	Astronomy Now	0951-9726	Print	Pole Star Publications	1		
9	Astrophysical Journal (Combo: Letters + Supplement Series)	1538-4357	Online	IOP publishing	1		
10	British Astronomical Association Handbook	0068-130X	Print	British Astronomical Association	1		
11	Bulletin of the Astronomical Society of India	0304-9523	Print	Astronomical Society of India	1		
12	Electronics World	1365-4675	Print	Saint John Patrick Publishers	1		
13	Elektor Gold Membership (previously Elektor Electronics)	0268-4519	Print + Online	Elektor Electronics Publ	1		
14	Engineering News	0257-8646	Print	Creamer Media	1		
15	Eureka	0261-2097	Online	Findley Publications	1		
16	Government Gazette		Online	GCIS	1		
17	IAU Circulars (11-20 reader license)		Online	Central Bureau for Astronomical Telegrams & Minor Planet Center	1		

18	International Comet quarterly & Comet handbook	0736-6922	Print	International Comet Quarterly	1		
19	Journal for the History of Astronomy	0021-8286	Print + Online	Science History Publs	1		
20	Journal of Cosmology & Astroparticle Physics	1475-7516	Online	IOP publishing	1		
21	Journal of the British Astronomical Association	0007-0297	Print	British Astronomical Association	1		
22	Journal of the Royal Astronomical Society of Canada	0035-872X	Print	Royal Astronomimcal Society of Canada	1		
23	Linux Magazine	1471-5678	Print & DVD	Linux New Media	1		
24	Machine Design	0024-9114	Print + Online	Penton Medica, Inc.	1		
25	Memorie Della Societa Astronomica Italiana	0037-8720	Print	Istituto Nazionale Astrofisica	1		
26	Mercury	0047-6773	Online	Astronomical Society of the Pacific	1		
27	Monthly Notices of the Royal Astronomical Society	1365-2966	Online	Oxford University Press	1		
28	Monthly Notices of the Royal Astronomical	1745-3933	Online	Oxford University Press	1		

	Society Letters						
29	New Scientist UK Edition	0262-4079	Print+Online	Reed Business	1		
30	Observatory	0029-7704	Print	Rutherford Appleton Lab/Space	1		
31	Planetary Report (Membership)	0736-3680	Print	Planetary Society	1		
32	Popular Mechanics	1682-5136	Print	Ramsay, Son & Parker	2		
33	Proceedings of the IAU (book series)		Online	Cambridge University Press	1		
34	Publications of the Astronomical Society of Australia	1448-6083	Online	Cambridge University Press	1		
35	Publications of the Astronomical Society of Japan	0004-6264	Print + Online	Oxford University Press	1		
36	Publications of the Astronomical Society of the Pacific	1538-3873	Online	University of Chicago Press	1		
37	Quest: Science for South Africa	1729-830X	Print	Academy of Science of South Africa	1		
38	Science	0036-8075	Print	AAAS	1		
39	Scientific American	0036-8733	Print	Scientific American Inc	1		
40	Sky and telescope	0037-6604	Print	New Track Media LLC	1		
TOTAL BID INCLUSIVE OF 15% VAT					R		

PART C Returnable docs

<h2>INVITATION TO BID (SBD 1)</h2>	
Bid Number	NRF/SAAO/SLIB/59/2020-21
Closing date and time	6 April 2021 at 11:00
The NRF recognises the date and time as recorded on its systems for closure purposes	
<h3>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</h3>	
<p>The purpose of this tender is to award contracts to one or more subscription agents for the supply and delivery of annual journal subscriptions to SAAO. The agreement will commence in subscription year 2021 and is expected to be for a period of five years, subject to an annual review of Bidder performance and costs.</p> <p>The invitation to tender is for the supply of materials and associated services concerned with the supply of Library Journal Subscriptions in the form of paper and any other format as may be specified.</p> <p>Supply of essential journal content in print and online to ensure the following:</p> <ul style="list-style-type: none"> • Ability to fulfill the NRF mandate of knowledge generation; • Research Support and Information Services to SAAO staff members, students and collaborators required for basic and applied research, postgraduate student support, conference participation, project planning and implementation; • Sourcing full-text of research output for researchers for rating purposes; • Recording and capturing of the research output to provide necessary statistics for key performance indicators and access to Innovation Programme funding; • Academic peer-reviewed literature needed for research at SAAO; • Peer reviewed literature needed for business and administrative decisions at SAAO 	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
Bid response documents are deposited in the tender box situated physically at:	
<p><u>Physical Address:</u> SAAO Observatory Road Observatory 7925 Tel: 021 447 0025 Security Kiosk Attention: SCM</p> <p>GPS coordinates 33°56'3.95"S 18°28'38.50"E</p> <p>Dimensions of tender box opening 32X350mm</p>	<p>Tender box availability: 08:00 to 16:30, Monday to Friday (Normal business days)</p> <p>Face of envelope: Bid number, Bidder's name, Postal address, Contact Name, Telephone number and Email address</p> <p>OR</p> <p>Electronic email submission: bids@sao.ac.za</p>

Number of ORIGINAL bid documents for contract signing		2	
<p>Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. This serves as the original master set for the legal contract document between the bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.</p>			
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):			1
TWO ENVELOPE SYSTEM		YES	
PRICE VALIDITY PERIOD FROM DATE OF CLOSURE		60 days	
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	SCM	Section	Librarian
Contact person	Melissa Anthony	Contact person	Theresa De Young
E-mail address	scm@sao.ac.za	E-mail address	theresa@sao.ac.za

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			

Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			
VAT Registration Number			
Tax Compliance Status	Tax Compliance System PIN		Central Supplier Database No. MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]			
Are you the accredited representative in South Africa for the goods /services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/ works offered?	<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) and if not registered as per 2.3 below.			
BID SUBMISSION			
2.1	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.		
2.2	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped		

2.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.
2.4	The successful bidder will be required to fill in and sign a written contract form (SBD7).
TAX COMPLIANCE REQUIREMENTS	
1.1	Bidder must ensure compliance with their tax obligations.
1.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
1.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za
1.4	Bidders may also submit a printed TCS certificate together with the bid.
1.5	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/CSD number.
1.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
1.7	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.
SBD 1 SIGNATURE	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)	
DATE:	

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- a. The Bidder is employed by the State; and/or
- b. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	

SBD 6.1 - PREFERENCE POINTS CLAIMED

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- 1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

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

1.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 :	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10 :	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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- Where P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Number of points (90/10 system)	10	9	6	5	4	3	2	1	
Number of points (80/20 system)	20	18	14	12	8	6	4	2	

3. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2

B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

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

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

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

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

(Tick applicable box)

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

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: <ul style="list-style-type: none"> a. Has been requested to submit a Bid in response to this Bid invitation; b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

REFERENCE LETTER FORMAT

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number:

NRF/SAAO/SLIB/59/2020-21

Bid Description THE SUPPLY AND DELIVERY OF ANNUAL JOURNAL SUBSCRIPTIONS TO SAAO FOR A 60 MONTH PERIOD

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Delivery of on-time delivery as per agreement			
Response times to enquiries			
Professionalism			
Meet communication requirements			
Perceived capacity of company to resolve issues			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

ELIGIBILITY CRITERIA

Administrative Documents	Compliance			
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document	
Bidder Eligibility				
<i>Pre-qualification Criteria</i>				
Sectoral Determination				
Minimum B-BBEE Level	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 4	
Legislative Criteria				
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 32	
Declaration of Interest with Government (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 36	
Preference Points Claimed (SBD 6.1), signed and completed with an original BBBEE certificate or a certified copy of an original BBBEE certificate.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38	
Declaration of Past SCM Practices (SBD 8), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 41	
Certificate of Independent Bid Determination (SBD 9), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 41	
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 34	
CSD Report reflecting legal details, registration numbers, details of directors shareholding, and tax status	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 34	
Reference Letters	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 43	
Specification Eligibility				
To match description/ specification to list of journals provided	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 28-31	
Pricing Documents				
Pricing (SBD 3.2) in this document completed. Is there a second envelope (Pricing to be placed in a separate envelope).	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 28	
Pricing (SBD 3.2) adequately completed as per specification	M		Page 28	

BID SIGNATURE

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

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

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

Invitation to Bid (SBD 1)

Bid Contract including the following sections:

- a. Specification(s) as set out in the respective section in the bid contract;
- b. Annexures to the bid contract;
- c. Bidders responses to this Bid Invitation and bid contract;
- d. Price schedule (SBD 3);
- e. Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate;
- f. Declaration of Interest (SBD4);
- g. Independent Price Determination (SBD 9);
- h. Declaration of Bidder's past SCM practice (SBD 8); and
- i. Contract conditions

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 8, SBD 9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
WITNESS 1	
NAME	
SIGNATURE	
WITNESS 2	

NAME:	
SIGNATURE:	
DATE:	