



**National
Research
Foundation**

INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER:	NRFNZG-002-2015/16	CLOSING DATE:	11 DECEMBER 2015	CLOSING TIME	11:00
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SHORT DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE WASTE SKIP REMOVAL SERVICES AT THE NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA PREMISES IN PRETORIA FOR A PERIOD OF THREE (3) YEARS.

Contractors are required to sign the signature page of the SBD1 validating all documents included in the response to this invitation.

Contractors and the NRF must sign the **written contract (SBD7)** either the contract offer and acceptance form or the complex contract form once the delegated authority has approved the award of such contract to a contractor.

Preferential Procurement System applicable (Price points: Preference Points): **80:20**.

Compulsory Briefing Session/ Site Visit	Date and Time:	27 NOVEMBER 2015 AT 09h00
	Location:	National Zoological Gardens of SA, 232 Boom Street, Pretoria

Validity period from date of closure: 150 days

SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER

**NATIONAL ZOOLOGICAL GARDENS OF SA
CORNER BOOM STREET AND PAUL
KGUGER
NO 232 BOOM STREET
PRETORIA
0001**

ENVELOPE ADDRESSING:

**Bid Number and Name,
Postal Address, Contact Name,
Telephone Number and email
address on the envelope**

Contractors are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and return to contractors.

Contractors submit their bid response on the official forms in this invitation (not to be re-typed) with

additional information supplied on attached supporting schedules **as set out in the Returnable Document Section.**

This Bid document includes the National Treasury's General Conditions of Contract and Specific Conditions to this procurement and is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations.

ANY BIDDING PROCEDURE ENQUIRIES DIRECTED TO:

Contact Person:	Ms. Ntelekoa or Ms. Marumo	
	Tel:	012 – 339 2810
	Email:	Nthabeleng@nzq.ac.za or Monica@nzq.ac.za

ANY TECHNICAL ENQUIRIES DIRECTED TO:

Contact Person:	Mr. Derek Moodley	
	Tel:	012 – 339 2700
	Email:	Derek@nzq.ac.za

RETURNABLE DOCUMENT LIST

(Contractors are notified that without these documents, the Evaluation Committee is unfairly restricted in its evaluation and thus incomplete Returnable Documents is a MANDATORY DISQUALIFICATION)

Signed and completed Procurement Invitation

Detailed Pricing schedule in the SBD3 Format

SBD6.1 (Preference Claim Form) Signed with the supporting B-BBEE Certificate

A company profile

Evidence of a minimum of five (5) year's experience in Waste Management industry

Provide the Health and Safety Plan of the company

Letters from three (3) contactable references from previous or current clients/ customers of the bidders

A list reflecting the type, customer, dates, size, contact details and duration of previous and / or current same or similar work executed by the bidder/ tenderer. (Maximum of five)

Risk plan related to the following:- waste plan, transportation of hazardous and general waste; spillage of all types and methods of recovery / clean up, sites, times of collection, driving in the zoo grounds at 10km per hour to prevent accidents and no damage to any infrastructure.

Collection policy and penalties

RESPONDENT CONTRACTOR DETAILS

RESPONDENT CONTRACTOR DETAILS			
NAME OF CONTRACTOR:			
REPRESENTED BY:			
POSTAL ADDRESS:			
PHYSICAL ADDRESS:			
TELEPHONE NUMBER		CELL NUMBER	
EMAIL ADDRESS		FAX NUMBER	
VAT REGISTRATION NUMBER			
COMPANY REGISTRATION NUMBER			
DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:			
TYPE OF COMPANY/FIRM [Tick applicable box]			
Partnership/Joint Venture/Consortium		One person business/sole proprietor	
Close Corporation		Public Company (Limited)	
Private Company (Pty) Limited		Other	
COMPANY CLASSIFICATION [Tick applicable box]			
Manufacturer		Supplier	
Professional Services		Other service providers e.g. transporter, etc.	
Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]			Yes
			No
Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed)? [Tick Applicable Box]			Yes
			No
If Yes, by whom was the B-BBEE certificate issued? [Tick Applicable Box]			
An accounting officer as contemplated in the Close Corporation Act (CCA)			
A verification agency accredited by the South African Accreditation System (SANAS)			
A registered auditor			
Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof?			Yes
			No

1. Background to the National Research Foundation

The National Research Foundation (“NRF”) is a juristic person established in terms of Section 2 of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science, and humanities.

2. Full Supply Description

The National Zoological Gardens of SA seeks to appoint a service provider/ contractor with the requisite skills and experience in the area of Skip Waste Removal and Waste Management Services for the specified time period of three (3) years.

The NZG is focusing on a shift of Waste from the disposal paradigm to a minimization, separation, recovery and recycling paradigm. The Service Provider is required to manage the skip waste removal service and deliver on the mandate of collection, transportation and safe disposal of all waste streams with a focus on the above mentioned shifts in the waste paradigm.

3. Context in which the required procurement is needed/utilised

The National Zoological Gardens is home to several thousand live animals, a variety of plant species, and hosts approximately 600,000 visitors. Due to the high volumes of visitors that visit the NZG, we generate enormous amounts of different types of waste. Wet waste is also generated from the food and trade division.

The Department of Horticulture, Hygiene, and Environment is responsible for the Waste Management Services at the NZG. It is according to this background that the Horticulture department is tasked with the responsibility to appoint a reputable waste management service provider to take the overall responsibility of Skip Waste Removal Services at the NZG as indicated in the specifications.

4. Selection and Awarding of Contract

This Procurement is evaluated through a two-stage process.

4.1 Stage 1

4.1.1. Administration (Document completeness and compliance)

- Contracts are awarded where Bidders have supplied the relevant administrative documentation, especially the signed Standard Bidding Documents and the original valid Tax Certificate.
- The Bidders' Bid response/submission is evaluated against the Bid invitation specifications and evaluation is made in accordance to published evaluation criteria and the scoring set.

4.1.2. Compliance to the mandatory requirements

- Only procurement responses/submissions that are acceptable in terms of the Returnable Document list will be evaluated. Where "GO" or "NO GO" scoring is applied, scores of "NO GO" are marked as failed and are not considered for the next stage of evaluation. The "GO" or "NO GO" evaluation criteria is as follows:

SELECTION CRITERIA. All criteria are compulsory		
NO.	ELEMENT	WEIGHT
1	Must provide proof of experience with a minimum of 5 years and two current waste projects with minimum amounts of R 200,000.00 each.	GO/NO GO
2	Provide certificates of compliance/ letters for the following: <ul style="list-style-type: none"> • The Letter of Good Standing from the Compensation Commissioner.it must be valid and relevant to the waste management. . • Waste Information System certification. • Disposal Site Certification to a landfill site. • Registration Certificate to be a Hazardous Waste Generator. • Registration Certificate to be a Hazardous Waste Transporter 	GO/NO GO
3	Provide proof of public liability insurance of R 10million rands or more.	GO/NO GO
4	Must provide a declaration of contingency measures in the case of industrial action by employees. NZG services must not be disrupted.	GO / NO GO
5	Provide proof of a minimum of three (3) drivers registered in the companies name with a valid code 14 drivers licence, and a current Public Drivers Permit	GO / NO GO

4.1.3. Technical evaluation.

All the bids will be evaluated on technical grounds. Bids scoring less than the minimum threshold of 70% will not be considered for the next stage of evaluation (Price evaluation). The weighting of the technical criteria for measuring functionality, are shown in the table below:

1. Licensing requirements for general waste:	20
<p>Submit proof of a valid waste management licence or proof of ISO 14001 certification</p> <ul style="list-style-type: none"> • Proof of waste management licence = 10 points • No proof = 0 points 	
<p>The Service provider must submit proof / certification/ registration that the Company is allowed to dispose of waste at a landfilled site</p> <ul style="list-style-type: none"> • Proof of registration to dispose waste at a landfilled site = 10 points • No proof = 0 points 	
2. References.	20
<p>Provide three (3) written letters from clients for whom similar projects were undertaken and are relevant to the NZG's needs. The reference letters must not be older than 3 months and references must be contactable.</p> <ul style="list-style-type: none"> • Three (3) x contactable references with positive feedback compliant to paragraph 4.1.4.2 = 20 • Two(2) x contactable references with positive feedback compliant to paragraph 4.1.4.2 = 10 • One (1) x contactable references with positive feedback compliant to paragraph 4.1.4.2 = 5 • If references are contactable with negative feedback = 0 points <p>If references are not contactable = 0 points</p>	
3. Experience of Management in the Waste Management Services Industry	10
<p>Submission of a CV of the Contract Manager for this contract. The manager must have at least five (5) years experience in the waste industry and relevant managerial experience. Indicate the type of environment where they are operating in.</p> <ul style="list-style-type: none"> • The manager must have a National Diploma or equivalent qualification, and at least 5 years experience in the waste industry = 10 points • If the manager has 5 years experience in the waste industry with no diploma or equivalent qualification = 5 points 	
4. Details of the Infrastructure, Equipment and Capacity Requirements. The bidder must submit a portfolio reflecting the resources available to execute the project. A site visit will be conducted by NZG officials	40
<p>The bidder must submit a portfolio reflecting the resources available to execute the project. A site visit will be conducted by NZG officials</p> <p>Address of office/ site office. Submit proof of office address =5 points No proof submitted = 0 points</p>	5
<p>Vehicles Proof of ownership OR leasing a minimum of three (3) Rear End Loaders – 3 year lease. If the vehicles are owned the bidder must submit the proof of ownership and what is the state / condition of vehicles. Proof and registration of vehicles in companies name or leased. 3 x R.E.L.= 20 points No proof = 0 points</p>	20
<p>Total Staff Compliment. A minimum of 5 staff with a minimum of three (3) drivers with valid code 14 drivers licence and current Public Drivers Permits Proof of permanent staff Yes = 10 points No proof = 0 points</p>	10

Going green initiatives <ul style="list-style-type: none"> - Waste hierarchy - Minimisation through recycling - Safe disposal of all waste streams - Record waste tonnage of NZG waste to landfilled site – Heritage rating 		
Information submitted by tenderer on green initiatives = 5 points If the tenderer does not submits information on their green initiatives = 0 points		5
Quality Management systems		10
Provide a detailed quality plan outlining the follow <ul style="list-style-type: none"> • Standard operating procedure • Administration plan • Monitoring and control • Health and safety Plan • KPI's of the management of the contract (tonnage, response time, non- conformance, good house keeping- <ul style="list-style-type: none"> • Submission of quality plan = 10 points • No quality plan submitted = 0 points 		
TOTAL POINTS		100

4.1.4. Due Diligence of Supply Capacity and Capability (Technical Merit)

4.1.4.1. Contractor's profile

Contractor is required to provide a profile of themselves for evaluation of their capacity to deliver the service required, i.e. providing details with regard to equipment, human & operational resources, and details of contracts/ agreements that they hold as well as experience in waste management services.

4.1.4.2. Contactable References (Track Record)

The bidder must also provide a customer list indicating project type, dates, value and contact details so that the NRF may contact these companies directly for references.

The bidder is required to provide three (3) written contactable references from previous and present customers/ clients in whom the customer/ client declare the following:

Criteria	Below Expectations	Meets Expectations	Above Expectations
Professionalism. -Operational and infrastructure requirements to conduct business as per legislation -What Green initiatives has company initiated? - Any Non Compliances to the OH&S Act -Contractual non compliance			
Interpersonal skills. - Communication between client and contractor - Management and staff interaction with clients			
Turn around/completion times. - Adherence to contractual agreement.			

- Achieving the deadlines. - Response time to callouts			
Satisfaction with the work done -Rating contractors 1 to 10. One is good. Ten is bad. - Did the contractor default on collection / removal / emptying of skips?			
Overall Impression (i.e. would use again)			

4.2. Stage 2 – Awarding of the Contract

Bidders are compared on a fair and equal basis taking into account all aspects of the proposals. In accordance with the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act (No.5 of 2000), the 80/20 point system will be applied in evaluating proposals, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE status level certificate.

5. Specification

5.1. Provision of Waste Skip Metal Bins at the NZG's Tip Site:

- The service provider must provide the NZG with three (3) metal skip bins measuring six (6 m3) each.
- The skips must be positioned in the allotted bays behind the loading ramp to ensure that the NZG vehicles can discharge the waste directly into the skips.
- The skips must be emptied on a daily basis ie. 365 days a year (this includes public holidays).
- Removal of skips
- The contracted service provider must empty / lift only the fully laden skips on a daily basis.
- The most conducive times for the lifting of the skips in the morning at (11am) everyday.
- The service provider must only use a skip compactor vehicle- Rear End Loader(REL) to unload the skips and remove the waste from the site. The skips must be unloaded, and repositioned in the load bays, and remain on site
- The tip site must be left in a clean and tidy condition once the skips are cleared.
- For hygiene reasons the driver must ensure that no debris is left lying around once collection is completed.
- The vehicle compactor must be able to drive through the zoo grounds safely from the service gate to the tip site and back
- All the skips must be replaced monthly with clean skip bins to prevent sludge build up.
- Functions / Events / Public Holidays. Additional skips / lifts will be required as per request from the NZG through prior arrangements with NZG officials.
- All delivery notes must be signed off by NZG officials at the Tip site. A duplicate copy must be given to security staff after the document is signed.
- It could be expected from the Service Provider to provide services during special occasions, after hours, over weekends and public holidays at the normal cost rate. When it is necessary to perform

work outside of the regular scheduled service time set forth in the Waste Management plan, the Service Provider will notify the NZG delegated Officer at least one (1) day in advance.

5.2. Disposal of waste

- No staff member of the NZG or the Service Provider may remove any paper, cartridge, plastic, glass, cans or tins from the NZG for the reason of personal use, selling it, or to make it available to any other person or body for whatever reason.
- Safe disposal of all waste streams, and waste minimization through recycling etc.
- The service provider must develop a Waste Information System to track the trend of the various streams of waste disposed and targets achieved for reduction of waste to landfill.

5.3. Service Provider's Responsibilities

- The successful Service Provider will be appointed with a view of assisting the NZG in setting targets for reducing waste to landfill. The embedded targets must be within the ethos of the NZG and continually measuring and monitoring the overall performance.
- The hierarchy of Waste Management will be strongly emphasized in achieving an environmentally sound waste minimization and prevention plan through the use of effective and efficient management practices and technological expertise.
- The NZG has adopted eco-friendly measures and green technology as part of their general business philosophy. The successful Service Provider must display green business practices and technology that conserves resources and decreases the negative environmental impact of their operations.
- The successful Service Provider will display cost savings and efficiencies that can be brought to Waste Management.
- The Service Provider must make use of equipment which supports the preservation of the environment, includes recycling plans, and complies with all the regulations of the Republic of South Africa;
- The Service Provider must be willing to partner with the NZG by providing services as and when required by the NZG, but must advise on and introduce the latest trends in the waste management industry with the intention to improve services and to ensure that both companies stay ahead of the latest trends and abreast of the relevant regulations and legislations.
- The Service Provider must ensure that routine and other NZG processes in all business areas are not adversely affected by the waste management services
- The Service Provider must ensure that safe working practices are followed in all areas at the NZG.
- The correct protective clothing must be used by the Service Provider's personnel at all times.
- All its staff members must be provided with and wear a uniform which complies in terms of safety and protective requirements.
- The Service Provider must develop a Waste Information System to track on a monthly basis the volumes of the various waste streams generated, and the reduction of waste to the landfill site.

- No Part Of This Contract Must Be Sub-Contractor.
- The Service Provider must provide proof that it has a contingency plan in place in the case of industrial action by its employees. Provide written details. The NZG waste removal services must not be affected in any way.
- No damage to the any part of the NZG facilities;
- Dust, noise or vibration constituting a nuisance to the owners and/or occupiers of any property adjoining or near to the NZG. The service provider will use all reasonable endeavours to ensure (by directions to personnel and otherwise) that all materials, equipment or apparatus in or at the NZG is operated so as to minimize noise and vibration likely to cause annoyance or disturbance and the unlawful generation or migration of any hazardous substance.
- The Service Provider will ensure that the animals, staff and visitors are not inconvenienced in any way. The animals are sensitive to loud noises.

5.4. Fire Risks

The Service Provider will ensure that its personnel will, if at any time they believe that any matter constitutes a fire risk, report this immediately to the NZG and its appointed Waste Services Manager and take such remedial action as may be necessary.

5.5. Hazardous materials

The Service Provider will not install, keep or use in, on or at any of the areas of the NZG any materials, equipment or apparatus, the installation, keeping or use of which is likely to cause (or in fact causes) a hazardous risk.

5.6. Waste Services Manager

- The NZG will designate or appoint a person to provide management and related support services in respect of the services provided by various service providers at the NZG (the Waste Services Manager).
- Once this person has been designated or appointed the primary contact between the NZG and the Service Provider relating to all operational aspects relating to the Services will be through him or her.
- The Waste Services Manager shall designate / appoint contact persons per area. The Service Provider's contract manager will adhere to all scheduled meetings stipulated by the NZG's Waste Services Manager;
- The Service Provider's contract manager and supervisors will inspect and action any non-compliance to the Infection Control Policy and procedures.

5.7. Legislative requirements

The Service Provider must be responsible for supervising all of their employees and must strictly comply with all the relevant laws, regulations, and by-laws, including but not limited to;

- The service provider must comply with the National Environmental Management: Waste Act 59 of 2008 (NEM: Waste Act) and all applicable legislation pertaining to Waste and any changes thereafter.
- The Occupational Health and Safety Act 85 of 1993,
- The Compensation for Occupational Injuries and Diseases Act 130 of 1993. – Current Letter of Good standing with the Compensation Commissioner
- The National Environmental Management Act 59 of 1998
- The National Road Traffic Act (Act 93 of 1996)
- The Service Provider will comply with the standards laid down by the NZG and/or the Waste Manager.
- Compliance to the City of Tshwane's by-laws
- All equipment complies with the relevant SABS / SANS Specifications and code of practice.
- Cleaning materials used in a safe and proper manner, in compliance with Health and Safety Regulations.
- The services providers must comply with all the relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, COIDA and Provident Fund etc. Proof to be submitted together with tender documents in respect of existing contracts.

5.8. Health and Safety:

The Service Provider will observe all health and safety precautions throughout the performance of this contract. All work will conform to the statutory regulations. Where there is conflict between applicable regulations, the most stringent will apply.

The Service Provider will assume full responsibility and liability for compliance with all applicable regulations pertaining to environmental protection and the health and safety of personnel during the execution of work, and the NRF/NZG will not be liable for any action or omission on its part or that of its employees that results in illness, injury, or death.

5.9. Uniforms and Protective Clothing:

All Service Provider personnel working in or around NRF/NZGs buildings or site will wear distinctive uniform clothing. The Service Provider will determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices will, as a minimum, conform to the Occupational Health and Safety Act (OHSA) standards for the products being used.

5.10. Monitoring and Evaluation

The NRF/NZG Delegated Official will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as deemed necessary. The Service Provider will take prompt action to correct all identified deficiencies. Meetings between service provider representatives and the NRF representatives will be held at regular intervals, not less than once per month and as the need arises.

5.11. Reporting Requirements

- The Service Provider will report to the NRF/NZG representative or delegates.
- The operational staff of the NRF/NZG will conduct inspections on quality and standard of services rendered.
- The Service Provider will supply a monthly summarized written report to the NRF/NZG on specific problems, suggestions, improved methods and all other matters pertaining to their agreement.

5.12. Performance Standard

All the waste management services will be executed by competent personnel in the most timesaving and effective manner possible. If during the performance of duties, the contractor becomes aware of some faulty units, the contractor shall be required to report them to the NRF/NZG representative in order to keep down-time to an absolute minimum.

The contractor must exercise due care and diligence at all times while working on the NZG site. Any damage resulting from the actions or work done by the contractor to the system or other property of the NZG will be for the cost of the contractor.

5.13. Logistic Support

The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools and consumable material to achieve the contract performance guarantee.

5.14. Service Level and Dispute Resolution

Where there is an issue with the service level, The NRF/NZG or the Contractor, may declare a dispute. The service provider and NRF/NZG will have 24 hours to investigate such issues. The two parties will meet within 36 hours to settle or resolve the dispute and agree on the action plan and follow-up monitoring tools.

5.15. Contractor's Human and Operational Resources

The bidder must provide details regarding the technical expertise of the management who will be dedicated to this contract. Provide their experience and qualifications related to the project.

5.16. Written references from South African Revenue Services

The bidder is required to provide evidence of good standing with their tax office (Original Tax Clearance Certificate).

5.17. Written references of good supply practices

The bidder is required to provide written reference of its ethical and good practices through completion of the SBD8 in this procurement invitation.

5.18. Written references of good pricing practices

The bidder is required to provide written reference of its non-involvement in price collusion through completion of the SBD9 in this procurement invitation.

5.19. Written references of independence from government in this procurement

The bidder is required to provide written reference of its non-involvement with members of government and the National Research Foundation through completion of the SBD4 in this procurement

6. Contract Management

The award of this procurement is only completed once the contract or the contract form (SBD7) has been signed by the NRF and the appointed supply provider.

The contract is inclusive of work, supplies and services and contract conditions as specified in this document. Where the nature and quantity of supplies are not determinable at the commencement of this contract, this is detailed in the specification section. Where supplies delivered quantity is variable as and when required, this is detailed in the specification section.

All supplies required in this procurement contract are supplied in accordance with the following sub-process of:

- Request a detailed quotation/information/up to date information of the supply required,
- Evaluation of the supply quotation/information received against the contract and the as and when required requirements as specified on the request for information,
- Where necessary, request either further detail.
- Where necessary, negotiate upon value of supply quoted, and
- The issue of an official Works/Supply Instruction Purchase Order for the agreed supply prior to the commencement of the delivery of such required supply.
- The Purchase Order above specifies the exact description including catalogue numbers and unit pricing as in this contract as well as the quantity, date of the required delivery and location of the

delivery.

7. Contract Period

The contract commences with immediate effect upon the signing of the Contract either through a full contract or through the Contract Form – SBD7 and will continue for a period of three (3) years.

8. Delivery Verification

NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.

The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.

9. Supply Performance Management

NZG representatives measure the performance of the supplier in terms of the levels set in the procurement invitation. Poor performance is managed with the supplier as per the general clauses section. Penalties are applied for poor performance.

10. PRICING SCHEDULE FOR THE DURATION OF THE CONTRACT

(Standard Bidding Document 3.1 (Fixed Price Contract))

NOTE	Only firm prices accepted. The price quoted is fully inclusive of all costs and taxes delivered to the NRF premises.			
	No changes, extensions, or additional ad hoc costs are accepted once the contract has been signed unless such change process is included in the contract.			
	Detailed information is optional and provided as annexures to the details provided below.			
	Procurement Bid price in South African currency, foreign exchange risk is for the account of the Contractor.			
	Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form			
	OFFER TO BE VALID FOR	150 days		FROM CLOSING DATE OF BID.
Part A – PRICE MUST BE QUOTED/ BID PER LIFT PER SKIP				
Year	RATE / UNIT PRICE. Costs per lift per skip		Months	BID/QUOTE PRICE IS PER UNIT ITEM

1 st (First) Year	R		X12	
2 nd (Second) Year	R		x12	R
3 rd (Third) Year	R		x12	R
OVERALL TOTAL BID PRICE FOR THREE (3) YEARS (Inclusive of all taxes)				R
B-BBEE STATUS LEVEL OF CONTRIBUTION (Per SBD 6.1 below)	Level		Preference Points Claimed	
Are detailed price schedules attached?			Yes	No
Does the offer comply with the specification(s)?			Yes	No
If the offer does not comply with specification, indicate deviation(s) in a separate attached schedule.				

11. Contract Price

The bidder is required to accommodate all the factors which may influence price fluctuation when determining the contract price. No price adjustments flowing from any factor influencing price fluctuations will be allowed after award and during the contract period.

12. Payment

The NRF undertakes to pay performance verified invoices in full within thirty (30) days from receipt of the contractor's invoice.

No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service provider is paid. The NRF does not accept predated invoices.

13. PREFERENCE POINTS CLAIMED (SBD 6.1)

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Contractor for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor per B-BBEE Certificate	Number of points per system	B-BBEE Status Level of Contributor per B-BBEE Certificate	Number of points per system
	80/20		80/20
1	20	6	6

2	18	7	4
3	16	8	2
4	12	0 (Non-compliant)	0
5	8		

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:

B-BBEE Status Level of Contribution	=	Number of points claimed
	=	

(Points claimed substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in Paragraph 1 of this form.
- iii. In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contribution 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 Contractor from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Contractor’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) Restrict the Contractor or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

14. Conditions of Contract

14.1. NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are detailed below.

14.2. CLAUSES IN THIS BID INVITATION (CONDITIONS OF CONTRACT)

All clauses stipulated in this Procurement invitation form part of the Conditions of Contract applying to this document.

14.3. RESPONSE PREPARATION COSTS

The NRF is NOT liable for any costs incurred by a contractor in the process of responding to this Procurement Invitation, including on-site presentations and the proposal a service provider may make and/or submit.

14.4. CANCELLATION PRIOR TO AWARDING

The NRF has the right to withdraw and cancel the Procurement Invitation.

14.5. LATE BIDS RECEIVED

Bids submitted after the stipulated closing date (and time) is not considered.

14.6. COLLUSION, FRAUD AND CORRUPTION

Any effort by Contractor/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the contractor concerned.

14.7. CONFIDENTIALITY

The successful Contractor agrees to sign a general confidentiality agreement with the NRF.

14.8. VALIDATION OF SUBMITTED DOCUMENTATION

The NRF has the right to have any documentation submitted by the Contractors inspected by another technical body or organisation.

14.9. PRESENTATIONS AND PROOF OF FUNCTIONALITY

The NRF has the right to call interviews/presentations/pitching sessions as well as proof of functionality sessions with short-listed service providers before the final selection.

14.10. INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

All information contained in this document is solely for the purposes of assisting Contractors to prepare their Bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

14.11. INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Contractor, both successful and unsuccessful, remain the property of the NRF

14.12. INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.

14.13. DEFINITIONS

The following terms shall be interpreted as indicated:

“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

“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.

“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

“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.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

“Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

“Day” means calendar day.

“Delivery” means delivery in compliance of the conditions of the contract or order.

“Delivery ex stock” means immediate delivery directly from stock actually on hand.

“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.

"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.

"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.

"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 contractor, and includes collusive practice among contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the contractor of the benefits of free and open competition.

"GCC" means the General Conditions of Contract.

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

"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.

"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

"Order" means an official written order issued for the supply of goods or works or the rendering of a service.

"Project site," where applicable, means the place indicated in bidding documents.

"Purchaser" means the organization purchasing the goods.

"Republic" means the Republic of South Africa. 1.23 "THIS PROCUREMENT INVITATION" means the Special Conditions of Contract.

"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.

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

14.14. Application

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.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

14.15. General

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.

With certain exceptions, 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

14.16. Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

14.17. Use of contract documents and information; inspection

The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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.

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.

14.18. Patent rights

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.

14.19. Performance security

Within thirty (30) days of receipt of the notification of contract award, the successful contractor shall furnish to the purchaser the performance security of the amount specified in the THIS PROCUREMENT INVITATION.

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.

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:

- (a) 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
- (b) a cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the supplier not later than 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 THIS PROCUREMENT INVITATION.

14.20. Inspections, tests and analyses

All pre-bidding testing will be for the account of the contractor.

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 contractor or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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.

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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be 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.

The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

14.21. Packing

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.

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 THIS PROCUREMENT INVITATION, and in any subsequent instructions ordered by the purchaser.

14.22. Delivery and documents

Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in THIS PROCUREMENT INVITATION.

Documents to be submitted by the supplier are specified in THIS PROCUREMENT INVITATION.

14.23. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the THIS PROCUREMENT INVITATION.

14.24. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified in the THIS PROCUREMENT INVITATION.

14.25. Incidental services

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in THIS PROCUREMENT INVITATION:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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.

14.26. Spare parts

As specified in THIS PROCUREMENT INVITATION, 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:

- (a) 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
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.27. Warranty

The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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 THIS PROCUREMENT INVITATION.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall, within the period specified in THIS PROCUREMENT INVITATION and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

If the supplier, having been notified, fails to remedy the defect(s) within the period specified in THIS PROCUREMENT INVITATION, 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.

14.28. Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.

The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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.

Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

14.29. Prices

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 THIS PROCUREMENT INVITATION or in the purchaser's request for id validity extension, as the case may be.

14.30. Contract amendments

- No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

14.31. Assignment

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.

14.32. Delays in the supplier's performance

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.

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.

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.

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.

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.

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.

14.33. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, an amount per lift per skip per day 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.

14.34. Termination for default

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:

- (a) 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;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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.

14.35. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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.

14.36. Force Majeure

Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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.

14.37. Termination for insolvency

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.

14.38. Settlement of disputes

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.

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.

Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.

Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

14.39. Limitation of liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) 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;
- (b) 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.

14.40. Governing language

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.

14.41. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in THIS PROCUREMENT INVITATION.

14.42. Notices

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

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.

14.43. Taxes and duties

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

No contract shall be concluded with any contractor 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 contractor. This certificate must be an original issued by the South African Revenue Services.

14.44. Prohibition of restrictive practices

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 contractor (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

If a contractor(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.

If a contractor(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 contractor(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 contractor(s) or contractor(s) concerned.

15. DECLARATION OF INTEREST (SBD 4)

<p>Any legal person, including persons employed by the State¹, 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 Contractor or his/her authorised representative, declare his/her position in relation to the evaluating/adjudging authority where:</p>		
<ul style="list-style-type: none"> The Contractor is employed by the State; and/or 		
<ul style="list-style-type: none"> The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid. 		
<p>In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:</p>		
<ul style="list-style-type: none"> Full Name of Contractor or his/her representative 		
<ul style="list-style-type: none"> Identity Number: 		
<ul style="list-style-type: none"> Position occupied in the Company (director, trustee, shareholder², member): 		
<ul style="list-style-type: none"> Registration number of company, enterprise, close corporation, partnership agreement or trust: 		
<ul style="list-style-type: none"> Tax Reference Number: 		
<ul style="list-style-type: none"> VAT Registration Number: 		
<ul style="list-style-type: none"> 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: 		
<ul style="list-style-type: none"> Schedule attached with the above details for all directors/members/shareholders 	Yes	No
<ul style="list-style-type: none"> Are you or any person connected with the Contractor presently employed by the state? If so, furnish the following particulars in an attached schedule: 	Yes	No
Name of person/ director/ trustee/ shareholder/member:		
Name of state institution at which you or the person connected to the Contractor is employed		
Position occupied in the state institution		
Any other particulars:		
<ul style="list-style-type: none"> If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? 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.) 	Yes	No
<ul style="list-style-type: none"> Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? 	Yes	No

If so, furnish particulars as an attached schedule:		
<ul style="list-style-type: none"> Do you, or any person connected with the Contractor, 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? If so, furnish particulars as an attached schedule. 	Yes	No
<ul style="list-style-type: none"> Are you, or any person connected with the Contractor, aware of any relationship (family, friend, other) between any other Contractor and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> 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? If so, furnish particulars as an attached schedule: 	Yes	No

16. DECLARATION OF CONTRACTOR'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> Is the Contractor or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Is the Contractor 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: 	Yes	No
<ul style="list-style-type: none"> Was the Contractor or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was any contract between the Contractor and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: 	Yes	No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		

17. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

I, the undersigned, 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:		
<ul style="list-style-type: none"> I have read and I understand the contents of this Certificate; 	Yes	No
<ul style="list-style-type: none"> I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; 	Yes	No
<ul style="list-style-type: none"> I am authorised by the Contractor to sign this Certificate, and to submit the Bid, on behalf of the Contractor; 	Yes	No
<ul style="list-style-type: none"> Each person whose signature appears on the Bid has been authorised by the Contractor to determine the terms of, and to sign, the Bid on behalf of the Contractor; 	Yes	No
<p>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 Contractor, whether or not affiliated with the Contractor, who:</p> <ol style="list-style-type: none"> Has been requested to submit a Bid in response to this Bid invitation; Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and Provides the same goods and services as the Contractor and/or is in the same line of business as the Contractor 		

The Contractor 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 consortium³ will not be construed as collusive bidding.

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

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

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

18. BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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

My offer remains binding upon me and open for acceptance by the **NATIONAL RESEARCH FOUNDATION** during the validity period indicated and calculated from the closing time of Procurement 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 (SBD1)	Technical Specification(s) set out in this Procurement Invitation inclusive of any annexures attached	
Contractor's responses to technical specifications, capability requirements and capacity as attached to this document		
Pricing Schedule(s) (SBD3) including detailed schedules attached	Tax Certificate	Clearance Certificate
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBEE certificate		
Declaration of Interest (SBD4);	Declaration of Contractor's past SCM practices (SBD8);	

Certificate of Independent Bid Determination (SBD9)	General Conditions of Contract

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

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Procurement 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 Contractor or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES	
1	_____
2	_____
Date	_____