



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:	NRF/RISA B&M/6/2016	CLOSING DATE:	18 DECEMBER 2015	CLOSING TIME	11:00
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SHORT DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL ETHERNET BIOMETRICS SYSTEMS AT THE NATIONAL RESEARCH FOUNDATION

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

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

Preferential Procurement System applicable (Price points: Preference Points): **90 : 10**

Compulsory Briefing Session/ Site Visit	Date and Time:	08 December 2015 at 10h00 am
	Location:	National Research Foundation, Opposite CSIR South Gate, Meiring Naude Road, Brummeria, Pretoria

Validity period from date of closure:	150	days
SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER		BID ENVELOPE ADDRESSING:
NATIONAL RESEARCH FOUNDATION OPPOSITE CSIR SOUTH GATE MEIRING NAUDE ROAD BRUMMERIA PRETORIA 0184		Bid Number and Name of Bidder, Envelope 1 or 2 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:	Thozamile Jonas
Tel:	012 – 481 4117
Email:	ezeziel.jonas@nrf.ac.za

ANY TECHNICAL ENQUIRIES DIRECTED TO:

Contact Person:	Petie Roos
Tel:	012 – 481 4217
Email:	petie@nrf.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)

		YES/NO
	ENVELOPE 1 TECHNICAL PROPOSAL (One original and five copies)	
1	Signed and completed Procurement Invitation:	
2	Company profile indicating years of experience in the industry that supports the bidders' capability and capacity to undertake a contract of this nature and size.	
3	A list reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder.	
4	Three (3) reference letters from previous or present customers/clients – a specimen of the required reference letter is contained in Annexure "B" (page 34 and 35).	
5	Provide proof of PSIRA registration, Qualifications and a CV of the technician who will be doing the installation.	
6	Certificate of Incorporation: Registration and Proof of legal identity of the bidder (e.g. certificate issued by the Registrar of Companies and Close Corporations)	
7	Original and Valid SARS Tax Clearance certificate.	
	ENVELOPE 2 FINANCIAL PROPOSAL (one original and a copy)	YES/NO
8	A detailed price proposal in the SBD3.1 format with all additional costs.	
9	SBD6.1 (Preference Claim Form) signed and supported by either the original or certified copy of the B-BBEE Certificate or an original affidavit signed by Commissioner of Oaths.	
10	Letter from the bidder's bank to confirm their banking details	
11	Annexures relating to the pricing of the project.	

Bidders are advised that they should number their Returnable Documents as the NRF won't be held responsible for lost or missing pages of documents which were not numbered.

RESPONDENT CONTRACTOR DETAILS

NAME OF CONTRACTOR:			
REPRESENTED BY:			
POSTAL ADDRESS:			
PHYSICAL ADDRESS:			
TELEPHONE NUMBER		MOBILE 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. transport, 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?		Yes	No
An original or certified copy of the B-BBEE Certificate or an original affidavit signed by a Commissioner of Oaths with regard to the B-BBEE status has been provided.		Yes	No
If Yes, indicate name of the organisation below and kindly enclose proof of your accreditation?			

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. The NRF supports and promotes 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. The NRF is a Schedule 3A entity in terms of the Public Finance and Management Act of 1999 (Act 1 of 1999 as amended by Act 29 of 2000).

The NRF-RISA building is situated in Pretoria East adjacent to the south gate of the CSIR campus in Meiring Naude Avenue. The NRF building consists of two buildings called NRF RISA and NRF Corporate. The NRF Corporate building is in the process of being built and it will be completed in February 2016.

2 FULL SUPPLY DESCRIPTION

The National Research Foundation (NRF) seeks to appoint a service provider to install the Ethernet Biometrics access system in the existing NRF RISA building and the New NRF CORPORATE Office Wing Extension currently under construction.

The Ethernet Biometric system to be installed must be able to be compatible with the existing Impro EC controller currently being used in the NRF RISA building.

The contractor must make provision for staff members without finger prints to be rolled in on the system as and when required. (Units must be able to be used with finger or card reading capabilities. If a person's finger print is not working a card can be issued)

After installation, training must be provided to the Building and Maintenance staff to be able to work / operate the system/ equipment.

3 CONTEXT IN WHICH THE REQUIRED PROCUREMENT IS NEEDED/UTILISED

The Ethernet Biometrics system will be for allowing access to both buildings of staff members and also for proper identification, recognition, detection and for monitoring of access to both the building.

4 SELECTION AND AWARDING OF CONTRACT

This Procurement is evaluated through a two-stage process.

4.1 Stage 1 – Selection of Qualified Service Providers (from compliant and technically qualified bids received)

Procurement responses/submissions are evaluated against the Procurement Invitation specifications in accordance to evaluation criteria and the scoring set published in this Procurement Invitation.

4.2 Stage 2 – Awarding of the Contract

The qualifying response(s) / submission(s) are evaluated on a fair and equal comparison basis taking into account all aspects of the proposals. The contract award criteria are:

Price - with the lowest priced Bids on an equal and fair comparison basis receiving the highest price score as set out in the Preferential Procurement Policy 2011 Regulations.

Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores and the highest combined score is nominated for the contract award.

Administration - contracts awarded where Service Providers have supplied the relevant administrative documentation, especially the Tax Clearance Certificate.

5 SPECIFICATION OF SERVICES REQUIRED

5.1. Services Required

5.1.1 General Description

5.1.1.1 The specification covers the supply, installation and commissioning of the Ethernet Biometrics system.

5.1.1.2 The service provider shall study the specification and shall take full responsibility of the smooth, reliability and safe working of the system.

5.1.1.3 The contractor must make provision for staff without finger prints to be rolled in on the system as and when required. (Units must be able to be used with finger or card reading capabilities so that when a person's finger print is not working a card can be issued)

5.1.2 Description of works required

5.1.2.1 The table below is a minimum requirement indicated by the client if any item have been left out the bidder must indicate this items in their detailed pricing schedule to be provided as an Annexure.

OLD BUILDING REQUIREMENTS:

ITEM	QTY	DESCRIPTION
Door in the old building	26	<p><u>This door has already been equipped with the following:</u></p> <ul style="list-style-type: none">• 300kg mag locks,• Resettable break glass units.• Door closers <p><u>These doors needs the following:</u></p> <ul style="list-style-type: none">• Communication to the door terminal must be TCIP• Biometric door readers• Sound bombs• All other equipment that is needed for the Biometric door system.

ITEM	QTY	DESCRIPTION
Door controllers	26	<ul style="list-style-type: none"> • Door controllers
Biometric system controller EC with enrolment unit	1	<ul style="list-style-type: none"> • To control the biometric system • The existing controller unit must be installed in the new building and maintenance office.
Sound Bombs	26	<ul style="list-style-type: none"> • To make a loud noise when the break glass have been broken. • All doors must be fitted with new sound bombs.
Infra-red exit button	11	<ul style="list-style-type: none"> • Replacing the outgoing door tag in specific rooms • No touch back box for no touch.
Biometric Outdoor Reader units (In total in both buildings)	7	<ul style="list-style-type: none"> • Must be water proof/ resistant • +3000 users
Biometric Indoor Reader units(In total in both buildings)	37	<ul style="list-style-type: none"> • For indoor use • + 3000 users
Emergency break glass units	6	<ul style="list-style-type: none"> • Must be resettable units of good quality • These units must be replaced
Door closers	13	<ul style="list-style-type: none"> • Must be heavy duty • These units must be replaced
Network points/ Cables	78	<ul style="list-style-type: none"> • Colour of CAT 6 UTP cable must be Green. <ul style="list-style-type: none"> • Lower ground – 33 Points • Ground Level – 36 Points • First floor – 6 Points • Fourth floor – 3 Points • All cables must be labelled at on direction change on the cable. • All points must be clearly market in the network cabinet patch panel and at the network end point. • All points must conform to 802.1, IEEE and Meganet/Krone industry standards and tested. • Test results for each point must be presented. • All points must be properly secured on the steel power tracking/ suspended ceiling / off shutter concrete, via pop rivets and screws

NEW BUILDING REQUIREMENTS:

ITEM	QTY	DESCRIPTION
Doors in new, this include the entrance and exit gates (Guard house and basement)	39	<ul style="list-style-type: none"> • This doors must be equipped with 300kg mag locks, • Resettable break glass units of a good quality. • Communication to the door terminal must be TCIP • Door closers, • Biometric door reader,

ITEM	QTY	DESCRIPTION
		<ul style="list-style-type: none"> All other equipment that is needed for the Biometric door system. Sound bombs,
Biometric system controller EC with enrolment unit	2	<ul style="list-style-type: none"> To control the biometric system Must be installed in the building and maintenance office
Door controllers	39	<ul style="list-style-type: none"> Door controllers
Sound Bombs	22	<ul style="list-style-type: none"> To make a loud noise when the break glass have been broken.
Infra-red exit button	12	<ul style="list-style-type: none"> Replacing the outgoing door tag in specific rooms No touch back box for no touch.
Computer	1	<ul style="list-style-type: none"> Workstation that will be suitable for this system and will be installed in the building and maintenance office: <ul style="list-style-type: none"> i7 CPU, 8GB RAM, 4TB HDD VGA and HDMI Video Suitable VGA monitor card At least 4 x USB ports Bluetooth Wireless Keyboard and mouse Optical DVD Drive Read/Write 4TB External HDD for backups LED Monitor Full HD 27" HD Web Cam to be able to take photo's for ID's Operating system: Windows 7 Professional 64bit Remote desktop licensing for remote Access Administration
Biometric Outdoor Reader units	17	<ul style="list-style-type: none"> Must be water proof/ resistant +3000 users
Biometric Indoor Reader units	40	<ul style="list-style-type: none"> For indoor use + 3000 users
Emergency break glass units (New building only)	22	<ul style="list-style-type: none"> Must be resettable units of good quality
Door closers	16	<ul style="list-style-type: none"> Must be heavy duty
300kg mag locks	16	<ul style="list-style-type: none"> For locking doors
Power supplies	16	<ul style="list-style-type: none"> Power supplies for the mag locks.
Vehicle motion pad	1	<ul style="list-style-type: none"> Visitors parking exit
Sliding gate motors with safety beams	6	<ul style="list-style-type: none"> At new entrance gate "Entry and Exit" and basement parking "Entry and Exit". Must be equipped with standby battery for power failures.
Boom Gates with	7	<ul style="list-style-type: none"> At new entrance gate "Entry and Exit" and basement parking "Entry and Exit". Must be equipped with standby battery for power failures.

ITEM	QTY	DESCRIPTION
safety beams		
Vehicle visitor management system which will be integrated with the current access system (Including a SLA)	1	<ul style="list-style-type: none"> • To be used at main gate for visitors “entry and exit”. • Accurate visitor, pedestrian & vehicle information, • Scanning of drivers licence, vehicle licence, ID book & taking of pictures, • Verify identity of vehicle & visitor, • Option to issue visitors cards, • Manage multiple receptions including unattended areas, • Verify the exit of a visitor, • Flagging entry / exiting notification of employees & visitors, • Fingerprint / signage to accept the terms & conditions of entry, • Configurable appointments, • Web-base (access from anywhere), • Data security (stored on site), • Monitoring of scans • Adaptable for finger print reading. • Only authorised users have access • Unlimited number of users • Integrate with existing infrastructure such as gates & booms • Unlimited number of transactions per month • Training must be provided to NRF employees from the building and maintenance team. • Barcode access for visitor boom In gate including visitor Exit

5.1.2.2 The contracted service provider must supply all the necessary spares and two sets of operation and maintenance manuals.

5.1.2.3 The contracted service provider shall provide all necessary test certificates.

5.1.2.4 FLOOR PLANS

The bidder can access the floor drawings through the following link: <http://jmp.sh/b/l1EJ0jdEWc2LDAZt15IM>

(DWG format can be requested from the NRF representative)

5.2 SAFETY

5.2.1 All equipment items shall be complete with approved safety devices, wherever a potential hazard to personnel exists, and with provision for safe access to personnel to and around the instrument for operational and maintenance functions.

5.3 TEST AND INSPECTION

5.3.1 After installation of equipment/ system the representative of the NRF will do an inspection of the installation that it has been done as per specification.

5.3.2 After installation the contracted service provider shall demonstrate all the features of the equipment mentioned in the technical specification.

5.3.3 The contracted service provider is solely responsible for installation, commissioning and making the

complete system operational at the NRF's site. (No Third party contracting)

5.4 DOCUMENTS

5.4.1 The service provider shall supply the hard and soft copy of Operation and Maintenance manual in duplicate. All necessary literature giving complete technical details shall be provided. The service provider should also provide the test certificates given by manufacturer.

5.4.2 The service provider shall provide the original DVD/CD of the software.

5.3. Performance Required Specification

5.3.1 Performance Standard

The contracted service provider must exercise due care and diligence at all times and in the event of negligence and malfunction the NRF shall have the right to claim compensation or damages and off set such against any amount payable.

6 DUE DILIGENCE OF SUPPLY CAPACITY AND CAPABILITY

6.1 Bidders' profile

The contracted service provider 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 track record & years of experience in the industry and must prove that they have the capacity to undertake biometric access installation of this nature and size.

6.2 Contactable Written References

The bidder is required to provide a list of users in South Africa to whom the similar equipment was supplied. [a specimen of the required reference letter is contained in **Annexure "A" (page 34 and 35)**].

6.3 Written references from South African Revenue Services

The bidder is required to provide evidence of good standing with their tax office. An original tax clearance certificate must be provided.

7 QUALIFYING THRESHOLDS FOR SELECTION (Stage 1) EVALUATION

Only procurement responses/submissions that are 100% compliant in terms of the Returnable Document List on page 2 of this bid invitation will be evaluated.

7.1 Capability and Capacity Evaluation Criteria

Each evaluation criteria will be scored as per the scoring range below and bidders must score an overall minimum of **70%** or more in order to proceed to the next stage of evaluation.

The following scoring system is utilised for this evaluation setting the points to be awarded and what this represents for each criteria in the matrix or to the entire matrix:

Total Evaluation Score = [Score x weighting x No. of Evaluators] / [Maximum Score x 100 x No. of Evaluators]

	Elements to be evaluated	SCORE				WEIGHT
		1	2	3	4	
1	<p>Evaluate the capability of the bidder in terms of experience in delivering on projects of same or similar nature.</p> <ul style="list-style-type: none"> A list reflecting the size in R value of previous and/or current same or similar completed work executed by bidder. 	Portfolio indicates NO experience in area of biometric access systems and has NO reference to NRF requirements	Portfolio indicates LIMITED experience in area of biometric access systems and has and has LITTLE reference to NRF requirements	Portfolio indicates SIMILAR experience in area of biometric access systems and has ADEQUATE reference to NRF requirements	Portfolio indicates EXCELLENT experience in area of biometric access systems and has EXCELLENT reference to the NRF requirements	20
	<p>The company profile reflecting that the bidder is in the access industry and the amount of years.</p>	Bidder is having 2 years or less in the access control space	Bidder is having 4 years or less in the access control space	Bidder is having more than 4 years in the access control space and with some speciality in	Bidder is having more than 6 years in the access control space and with some speciality in	20

				Biometric systems	Biometric systems	
2	Evaluate bidder's capability & capacity as a company based on 3 written references not older than 6 months	References provided indicate work performance not professional and not up to standard or needs improvement. Overall impression less than three (3).	References provided indicate work performance not entirely professional and up to standard. Overall impression is 3 or 4.	References provided indicate work performance was professional and of acceptable standard. Overall impression is 5 or 6.	References provided indicate work performance highly professional and excellent and exceeds requirements & adds value. Overall impression is 7 or 8.	40
3	CV and Qualification(s) of the technician who will be doing the installation.	No experience in installation of biometric access systems	Have 2 years' experience in installation of biometric access systems	Have 5 years' experience in installation of biometric access systems	Have More than 6 years' experience in installation of biometric access systems	20
TOTAL						100
Bidders must score an overall minimum of 70 or more in order to proceed to the next stage of evaluation.						

8 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 services and contract conditions as specified in this document.

All services required in this procurement contract are rendered through the following sub-processes:

- Pre-numbered requests for services is submitted to the service provider by the NRF indicating up-to-date information of the service required and requesting cost and delivery confirmation be provided to the NRF.
- An official Service Instruction Purchase Order for the agreed service is generated by the NRF prior to the commencement of the delivery of such required service.
- The Purchase Order above specifies an exact description including price and the quantity, date and location of service to be rendered.
- On delivery of the service, the NRF's representative signs a delivery receipt to validate that the service has been delivered satisfactorily (design of the delivery receipt will be mutually agreed once the contract is signed).
- Service providers must attach the signed validated delivery receipt to the invoice submitted to the NRF for payment.

9 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 or a Purchase Order and continues till the completion of the project.

**10 PRICING SCHEDULE – STANDARD BIDDING DOCUMENT 3.1 (FIRM PRICES)
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL NOT BE ALLOWED AT THE PERIODS AND TIMES WHEN THERE IS A MATERIAL PETROL PRICE INCREASE (i.e. greater than 25%)

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....		
Bid number: NRF/RISA B&M/6/2016	Closing Time 11:00	Closing date: 18 December 2015

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

Cost Component/ Description	A QUANTITY	B UNIT PRICE R0.00.c	C (= A x B) TOTAL PRICE (All applicable taxes included) R0.00.c
Biometric system controller EC with enrolment unit	2		
Door controllers	65		
Sound bombs	48		
Infra-red exit buttons	23		
Outdoor Reader units	24		
Indoor Reader units	77		
Emergency break glass units	28		
Door closers	29		
Power Supplies	16		
Computer	1		
Vehicle motion pad	1		

Sliding gate motors with safety beams	6		
Boom Gates with safety beams	7		
Vehicle visitor management system	1		
Labour	1		
TOTAL BID PRICE (Totals for access system) (Inclusive of all applicable 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

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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 other than the three specified above, after award and during the contract period. The agreed price adjustment factors will not be adjusted without formal and mutually agreed upon documentary proof.

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 pre-dated 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	1	2	3	4	5	6	7	8	Non complaint
Number of points per system	10	9	8	5	4	3	2	1	0

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 SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

As per paragraph 5.2.2, the bidder may not sub-contract any portion of this contract.

15 CONDITIONS OF CONTRACT

16.1 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.

16.2 CLAUSES IN THIS BID INVITATION (CONDITIONS OF CONTRACT)

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

16.3 RESPONSE PREPARATION COSTS

16.3.1 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.

16.4 CANCELLATION PRIOR TO AWARDING

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

16.5 LATE BIDS RECEIVED

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

16.6 COLLUSION, FRAUD AND CORRUPTION

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

16.7 CONFIDENTIALITY

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

16.8 VALIDATION OF SUBMITTED DOCUMENTATION

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

16.9 PRESENTATIONS AND PROOF OF FUNCTIONALITY

16.9.1 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.

16.10 INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

16.10.1 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.

16.11 INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

16.11.1 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

16.12 DEFINITIONS

The following terms shall be interpreted as indicated:

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

16.12.2 "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.

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

- 16.12.4 "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.
- 16.12.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 16.12.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 16.12.7 "Day" means calendar day.
- 16.12.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 16.12.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 16.12.10 "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.
- 16.12.11 "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.
- 16.12.12 "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.
- 16.12.13 "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 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.
- 16.12.14 "GCC" means the General Conditions of Contract.
- 16.12.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 16.12.16 "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.

- 16.12.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 16.12.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 16.12.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 16.12.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 16.12.21 “Purchaser” means the organization purchasing the goods.
- 16.12.22 “Republic” means the Republic of South Africa.
- 16.12.23 “THIS PROCUREMENT INVITATION” means the Special Conditions of Contract.
- 16.12.24 “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.
- 16.12.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

16.13 Application

- 16.13.1 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.
- 16.13.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 16.13.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

16.14 General

- 16.14.1 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.
- 16.14.2 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

16.15 Standards

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

16.16 Use of contract documents and information; inspection

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

16.16.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 16.16.1 except for purposes of performing the contract.

16.16.3 Any document, other than the contract itself mentioned in GCC clause 16.16.1 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.

16.16.4 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.

16.17 Patent rights

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

16.18 Performance security

16.18.1 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 special condition of contract. Special Condition of Contract: No performance security.

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

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

- (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

16.18.4 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 the special condition of contract. Special Condition of Contract: No performance security.

16.19 Inspections, tests and analyses

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

16.19.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the contractor or contractor shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on its behalf.

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

16.19.4 If the inspections, tests and analyses 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.

16.19.5 Where the supplies or services 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.

16.19.6 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 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.

16.20 Packing

16.20.1 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.

16.21 Insurance

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

16.22 Transportation

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

16.23 Incidental services

16.23.1 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.

16.23.2 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.

16.24 Spare parts

16.24.1 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.

16.25 Warranty

- 16.25.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 16.25.2 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.
- 16.25.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 16.25.4 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.
- 16.25.5 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.

16.26 Payment

- 16.26.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.
- 16.26.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.26.3 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.
- 16.26.4 Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

16.27 Prices

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

16.28 Contract amendments

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

16.29 Assignment

16.29.1 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.

16.30 Subcontracts

16.30.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

16.31 Delays in the supplier's performance

16.31.1 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.

16.31.2 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.

16.31.3 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.

16.31.4 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.

16.31.5 Except as provided under GCC, 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 16.32, unless an extension of time is agreed upon pursuant to GCC Clause 16.31.2 without the application of penalties.

16.31.6 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.

16.32 Penalties

16.32.1 Subject to GCC Clause 16.35, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 16.33.

16.33 Termination for default

16.33.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (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 16.31.2;
- (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.

16.33.2 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.

16.33.3 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.

16.33.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to

provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

16.33.5 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.

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

- (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.

16.33.7 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.

16.34 Anti-dumping and countervailing duties and rights

16.34.1 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.

16.35 Force Majeure

- 16.35.1 Notwithstanding the provisions of GCC Clauses 16.32 and 16.33, 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.
- 16.35.2 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.

16.36 Termination for insolvency

- 16.36.1 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.

16.37 Settlement of disputes

- 16.37.1 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.
- 16.37.2 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.
- 16.37.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 16.37.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.
- 16.37.5 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.

16.38 Limitation of liability

16.38.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 16.17;

- (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.

16.39 Governing language

16.39.1 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.

16.40 Applicable law

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

16.41 Notices

16.41.1 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

16.41.2 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.

16.42 Taxes and duties

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

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

16.42.3 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.

16.43 National Industrial Participation (NIP) Program

16.43.1 The NIP Programme administered by the Department of Trade and Industry shall be

applicable to all contracts that are subject to the NIP obligation.

16.44 Prohibition of restrictive practices

- 16.44.1 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 contractor (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 16.44.2 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.
- 16.44.3 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.

17 DECLARATION OF INTEREST (SBD 4)

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/adjudicating authority where:

- The Contractor is employed by the State; and/or

- 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 Contractor or his/her representative

- Identity Number:

- Position occupied in the Company (director, trustee, shareholder², member):

- Registration number of company, enterprise, close corporation, partnership agreement or trust:

- 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? If so, furnish particulars as an attached schedule: 	Yes	No
<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

18 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 	Yes	No

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:		
<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.		

19 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 consortium ³ will not be construed as collusive bidding.		
<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <ol style="list-style-type: none"> Prices; Geographical area where product or service will be rendered (market allocation); Methods, factors or formulas used to calculate prices; The intention or decision to submit or not to submit, a Bid; The submission of a Bid which does not meet the specifications and conditions of the Bid; or 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.

20 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 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 BBBEE 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 _____



Reference: SCM – NRF/RISA B&M/6/2016

The National Research Foundation seeks to appoint service providers to provide project management services for staff and other persons projecting on official business. We appreciate your assistance and effort in completing the reference below, based on your experience with:

Name of service provider: _____.

Criteria	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements & Adds value
Professionalism of Contractor				
Customer centricity & Interpersonal skills				
Turn around/completion times of project arrangements				
Satisfaction with the work done.				
Emergency services and after hours support				
Satisfaction during critical high volume periods				
Overall Impression (i.e. would use again)				

No. of times service used in past year		Would you use the service provider again?						YES	NO
What type of service have the mentioned service provider provide to you									
Overall Impression: <i>Range: 1 = not recommended to 8 = highly recommended</i>	1	2	3	4	5	6	7	8	

Completed by: _____

Signature: _____

Company Name: _____

Contact Telephone Number: _____

Company Stamp:

