



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 FIN/1/2016	CLOSING DATE:	9 NOVEMBER 2015	CLOSING TIME	11:00
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SHORT DESCRIPTION

THE APPOINTMENT OF SERVICE PROVIDERS TO SUPPLY SHUTTLE SERVICES TO TRANSPORT EMPLOYEES AND OTHER PERSONS ON OFFICIAL BUSINESS WITHIN GAUTENG AND SURROUNDING AREAS FOR A PERIOD OF THREE (3) YEARS

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**

Validity period from date of closure:	150	days
SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER		BID ENVELOPE ADDRESSING:
NATIONAL RESEARCH FOUNDATION CSIR SOUTH GATE MEIRING NAUDE ROAD BRUMMERIA PRETORIA 0184		Bid Number and Name of Bidder, 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:	Rentia Hamilton
Tel:	012 – 481 4019
Email:	rentia@nrf.ac.za

ANY TECHNICAL ENQUIRIES DIRECTED TO:

Contact Person:	Thozamile Jonas
Tel:	012 – 481 4117
Email:	ezeziel.jonas@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
1	Signed and completed Procurement Invitation: page 1 - 34	
2	A list giving full details of the fleet of vehicles owned indicating the make, model and year of each vehicle; the date of acquisition and current mileage; the NCAP safety rating for each vehicle, the date of last maintenance service and the number of passengers each vehicle can transport, supported by certified copies of the registration documents in the name of the bidder must be provided	
3	Certified copies of the Contract Operating License from the Provincial Operating License Board	
4	A list of drivers employed by the contracted service provider at the date of submitting the bid, supported by certified copies of the driving licenses; public driving permits and advanced driver training certificates for these drivers	
5	Confirmation of E-toll registration and a recent statement to confirm status.	
6	A letter from the Insurer (not the broker) confirming the full details of comprehensive insurance held by the bidder, the period with the insurer, any indemnity cover held and the bidder's accident claim history. It should be noted that the NRF requires a minimum of R50m passenger indemnity to be held by any contracted shuttle service provider. This requirement will not form part of the bid evaluation but will be mandatory before the final agreement is concluded.	
7	Three (3) reference letters from previous and present corporate customers/ clients – a specimen of the required reference letter is contained in Annexure "A" (page 32 of 34).	
8	A detailed company profile indicating years of experience in the industry and proof that supports the bidders' capability and capacity to undertake a contract of this nature and size.	
9	A detailed proposal in the SBD3 format with a breakdown of costs and capacity.	
10	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.	
11	Original and Valid SARS Tax Clearance certificate.	
12	Certificate of Incorporation : Registration and Proof of legal identity of the bidder (e.g. certificate issued by the Registrar of Companies and Close Corporations)	
13	Letter from the bidders bankers to confirm their Bank details.	

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).

2 FULL SUPPLY DESCRIPTION

The National Research Foundation (NRF) seeks to appoint service providers to provide shuttle services to transport employees and other persons on official business in the Gauteng area. Up to three (3) service providers will be contracted for a period of three years to supply shuttle services.

3 CONTEXT IN WHICH THE REQUIRED PROCUREMENT IS NEEDED/UTILISED

The National Research Foundation has offices in Pretoria East. Various employees of the National Research Foundation are required to travel to several different destinations, including Higher Education Institutions and other Research Institutions. Visitors, including academics and other researchers from these institutions, travel to the offices of the National Research Foundation.

Employees and other persons travel to and from the airport/s to the offices of the National Research Foundation or their homes, often early in the mornings or late at night. When meetings or other events/functions are held locally, visitors need to be transported to and from their accommodation to the meeting/event/function venues. In some instances, employees and/or visitors are transported individually. In other instances, two or more persons are transported to and from the same destination.

In the past, the number of shuttles trips that have been supplied each month has varied between 15 and 90. Contracted service providers could supply between 5 and 30 shuttle trips per month.

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. Respondents are required to read specifications in conjunction with the corresponding evaluation selection criteria.

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 Description of Services required

The following shuttle services will be required by the National Research Foundation:

- Transporting employees and other persons between the offices of the National Research Foundation and the airports
- Transporting employees and other persons between residences and the airports
- Transporting employees and other persons between the offices of the National Research Foundation and meeting and function venues in the Gauteng and surrounding areas

Contracted service providers must have different classes of vehicles ranging regular sedans to multiple passenger carriers, as from time to time, shuttle services for multiple persons may be required.

5.1.2 Protocol and Security

The contracted service providers must be aware of general security and protocol arrangements. Visitors may include representatives from government, public and private companies, higher education, foreign embassies and governments, international and local research institutes and the media. The suitability of the vehicles available for shuttle services must be appropriate.

5.2. Services Safety Specification

5.2.1 Ownership of vehicles

The contracted service providers must be the licenced owner of a fleet of vehicles suitable for transporting National Research Foundation employees and other persons on official business. A list of vehicles, supported by certified copies of the registration documents in the name of the contracted service providers, is required to be provided as part of the response to this invitation.

5.2.2 Sub-contracting and Identification of Drivers

The bidder may not sub-contract any portion of the contract. All drivers in the employ of the bidder should be easily identifiable through their livery (uniform or other insignia that indicates their relationship to the bidder)

at all times.

5.2.3 Safety and Suitability of vehicles

The NRF regards the safety of its employees and visitors as paramount and accordingly requires that the vehicles used to transport its employees and visitors, should have a New Car Assessment Programme safety rating of an acceptable number of stars. Bidders may refer to www.globalNCAP.org for more information about global New Car Assessment Programmes.

5.2.4 Drivers' credentials and public driving permits

The contracted service providers undertake that all drivers in their employ possess valid public driving permits. A list of drivers employed by the contracted service provider, supported by certified copies of the driving licences and public driving permits for these drivers, is required to be provided as part of the response to this invitation. Details of any Advanced Driving Training that drivers in the employ of the bidder have been accredited with should be included in the bid response. All drivers should at all times be easily identifiable.

5.2.5 Vehicle and drivers' equipment

The contracted service providers undertake that all vehicles shall be equipped with suitable GPS equipment and e-tags. The contracted service providers also undertake that all drivers shall have mobile telephones so that employees and other persons making use of the shuttle services can make contact with the drivers.

5.2.6 Accident claims history and Insurance cover

The contracted service providers undertake that adequate and comprehensive insurance cover will be maintained at all time. A current and valid letter from the Insurer (not the broker) confirming the period that the bidder has been insured by the Insurer; the comprehensive motor insurance held, as well as indemnity cover; and the accident claims history for two years prior to the issue of the letter, is required to be provided as part of the response to this invitation. The NRF will require annual confirmation of this information from the insurer.

The NRF requires a minimum of R50m passenger indemnity to be held by any contracted shuttle service provider at all times. This requirement is mandatory and must be confirmed in writing before the contract is concluded.

5.3. Performance Required Specification

5.3.1 Performance Standard

The contracted service providers and their drivers must exercise due care and diligence at all times as the shuttle services are provided. In the event of negligence by the driver, the NRF shall have the right to claim compensation or damages and off set such against any amount payable.

5.3.2 Delivery performance requirements

The contracted service providers' performance is measured against the following four parameters:

- Punctuality

- Suitability of vehicle
- Drivers' professionalism (including dress code)
- Quality of driving

The contracted service providers are informed of customer satisfaction and service feedback from users of the shuttle services on a regular, to be agreed upon method.

5.3.3 Guarantee of Performance and Penalty Clause

The contracted service providers shall guarantee 100% availability of services once the service is ordered and confirmed by the contracted service provider. In the event of the contracted service provider failing to achieve this specified availability, i.e. where the driver is not punctual, a penalty is applied as follows:

- if the service is between 30 minutes and 1 hour late – a penalty of 50% of the quoted amount/rate will be deducted.
- if the service is more than 1 hour late – a penalty of 100% of the quoted amount/rate will apply.

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 shuttle services of this nature and size.

6.2 Contactable References (Track Record)

The bidder is required to provide three (3) letters of reference from existing corporate customers/ clients in which the customer/ client declare the following: Professionalism of drivers; Reliability and turnaround time of bookings; Punctuality and promptness of service; Quality of driving; Conditions of vehicles and Overall Impression (i.e. would they use the bidder's services again). Annexure "A" contains a specimen of the reference letter required. These letters must be provided in original format, signed and stamped by the company providing the reference.

6.3 Bidder's list of vehicles

The bidder must provide a list giving full details of the fleet of vehicles owned indicating the make, model and year of each vehicle; the date of acquisition and current mileage; NCAP safety rating for each vehicle; and the passenger capacity of each vehicle. Certified copies of the registration documents for each vehicle listed must be attached.

6.4 Bidder's list of drivers

The bidder must provide a list giving the names and qualifications of all drivers employed. Certified copies of the drivers' licences and public driving permits must be attached. Proof of all advanced driver training that drivers have been accredited with should also be submitted.

6.5 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% acceptable in terms of the Returnable Document List are evaluated. Bids scoring less than the threshold score of **70%** in total for all the criterion are marked as failed and are not considered for the next stage of evaluation.

7.1 Stage 1 - Selection on Specifications and Capabilities and Capacities

7.1.1 Compliance to Returnable Documentation Criteria

SELECTION CRITERIA		
NO.	ELEMENT	SCORE
1	All returnable documents as stated on page 2 of this bid invitation have been provided and included in the bid submission.	GO/NO GO
Bidders must score "GO" on all of the above to be considered for the next stage of evaluation.		

7.1.2 Capability and Capacity Evaluation Criteria

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	Evaluate profile and track record	Less than 12 months	12 – 24 months	2 – 4 years	More than 4 years	10
2	Evaluate capability and capacity of service provider based on references provided	Not more than 1 written reference	2 or less written references have been presented that meet expectation	3 written references have been presented that meet expectation	3 written references have been presented that exceed expectations	30
3	Evaluate Safety and Suitability of vehicle fleet as per details provided in the lists supplied by the bidders	Less than 3 vehicles	3 to 5 sedan vehicles all less than 7 years old but without multiple passenger carriers	More than 5 vehicles, all less than 7 years old, including a multiple passenger carrier all with four or five star	More than 5 vehicles, all less than 5 years old, including a multiple passenger carrier, all with five star NCAP	20

				NCAP ratings	ratings	
4	Evaluate quality of drivers' credentials	Less than 3 drivers	3 to 5 drivers	More than 5 drivers with full licenses and PDPs	More than 5 drivers with full licenses PDPs and advanced driving training certificates	20
5	Evaluate Insurance record as indicated in the letter from the Insurer	Insufficient cover with undisclosed accident history	Acceptable cover with recurring accident history	Acceptable cover with Insurer for less than 2 years with infrequent accident history	Acceptable with Insurer for more than 2 years cover with unblemished accident history	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 service provider must provide written confirmation from their insurer that fully comprehensive motor insurance and cover for passenger indemnity insurance of not less than R50 million is held by the service provider, before the NRF signs the contract form.

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 shuttle services is submitted to the service provider by the NRF designated travel organiser indicating up-to-date information of the shuttle service required and requesting cost and delivery confirmation be provided to the NRF designated travel organiser
- 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 driver and the NRF traveller 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 and continues for a period of three years.

10 Proof of delivery to satisfied NRF passengers

The NRF requires that a NRF representative verify both delivery and performance prior to signing a delivery receipt concerning the service rendered. The Service Provider must ensure that the driver of the vehicle signs the delivery receipt. The delivery receipt must accompany the subsequent supplier invoice made out to the NRF, as proof that the service has been rendered to the satisfaction of the NRF traveller.

The NRF representative measures 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. In the event of consistent poor performance or non-delivery, the contract may be terminated as per paragraph 17.33.

11 PRICING SCHEDULE – STANDARD BIDDING DOCUMENT 3.2 (NON-FIRM PRICES) (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL 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 FIN/1/2016

Closing Time 11:00

Closing date: October 2015

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

Quantities and routes are indicative and been provided to allow bid cost determination and competitive comparison

Cost Component/ Description	A	B	C	D (= A x B x C)
	Maximum number of persons	No of trips per annum	Rate per trip (VAT included) R.c	Total for the year (All applicable taxes included) R.c
A. Conveying employees and other persons between the offices of the National Research Foundation and the airports : OR Tambo International Airport or Lanseria Airport – average 50kms				
A.1 Single – one way	1	210		
A.2 2-3 persons	3	60		
A.3 5-8 person (people carrier)	8	30		
B. Conveying employees and other persons between residences and the airports : OR Tambo International Airport or Lanseria Airport – average 75kms				
B.1 Single – one way	1	210		
B.2 2-3 persons	3	60		
C. Conveying employees and other persons between the offices of the National Research Foundation and meeting and function venues in the Gauteng surrounding areas				
C.1 Average 10kms				
C.1.1 Single – one way	1	150		
C.1.2 2-3 persons	3	60		
C.1.3 5-8 person (people carrier)	8	30		
C.2 Average 25kms				

C.2.1 Single – one way				
C.2.2 2-3 persons	1	150		
C.2.3 5-8 person (people carrier)	3	60		
C.3 Average 100kms	8	30		
C.3.1 Single – one way				
C.3.2 2-3 persons	1	150		
C.3.3 5-8 person (people carrier)	3	60		
	8	30		
D. Estimate rate per kilometre, if not specified above				
D.1 Single – one way	1	3000		
D.2 2-3 persons	3	2500		
D.3 5-8 person (people carrier)	8	2000		
TOTAL BID PRICE (Totals for A,B,C,D & E (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.

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g. Petrol price, labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price

Reviewed on statutory petrol price announcements:

D1: Fuel price: Index equals petroleum prices contained in the Department of Energy No. R.293 dated 6 October 2015 amendment of petroleum prices for zone 9C :

Unleaded Petrol 93 octane	1230cents	Unleaded Petrol 95 octane	1261cents
Lead replacement petrol 93 octane	1230cents	Lead replacement petrol 93 octane	1250cents

Reviewed annual on 1 April:

D2: Labour: Index equals annual consumer price inflation (CPI) contained in the Statistics South Africa Statistical release P0141 for August 2015 released on 23 September 2015

Annual consumer price inflation (CPI) 4,6%

D3: Overheads: Index equals annual consumer price inflation (CPI) contained in the Statistics South Africa Statistical release P0141 for August 2015 released on 23 September 2015

Annual consumer price inflation (CPI) 4,6%

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Petrol price, labour, transport etc.)	PERCENTAGE OF BID PRICE
D1. Petrol price	
D2. Labour	
D3. Overheads	

12 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.

13 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.

14 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

15 SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

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

16 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 so 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 16.1 except for purposes of performing the contract.

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

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 32, unless an extension of time is agreed upon pursuant to GCC Clause 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 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 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 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 32 and 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 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.

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 Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt 	Yes	No

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.



PO Box 2600
 Pretoria 0001
 South Africa
 Tel: (012) 481 4000
www.nrf.ac.za

Reference: SCM – NRF/RISA FIN/1/2016

The National Research Foundation seeks to appoint service providers to provide shuttle services to transport staff and other persons travelling on official business within Gauteng and surrounding areas. We appreciate your assistance and effort in completing the reference below, based on your experience with:

Name of SERVICE PROVIDER: _____.

Criteria	Satisfactory	Meets requirements	Exceeds requirements	Exceeds requirements & Adds value				
Professionalism of drivers								
Reliability and turnaround time								
Punctuality & promptness of service								
Quality of driving								
Condition of vehicles								
No. of times service used in past year	Would you use the service provider again?				YES	NO		
Overall Impression: <i>Range: 1 = not recommended to 8 = highly recommended</i>	1	2	3	4	5	6	7	8

Completed by: _____

Company Name: _____

Contact Telephone Number : _____



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 _____