



# National Research Foundation

## INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

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

<b>BID NUMBER:</b>	NRFNZG-005-2015/16	<b>CLOSING DATE:</b>	15 January 2016	<b>CLOSING TIME</b>	11h00
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### SHORT DESCRIPTION

THE SELECTION OF A SUITABLY QUALIFIED PERSON TO LEASE THE PREMISES (AS DEFINED IN THIS RFP) FOR SUCH PERSON TO CONDUCT THE BUSINESS OF THE CURIO SHOP (AS DEFINED IN THIS RFP) FROM THE PREMISES FOR A PERIOD OF FIVE (5) YEARS.

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

Compulsory Briefing Session/ Site Visit	Date and Time:	10h00 on the 11 December 2015
	Location:	National Zoological Gardens of SA, 232 Boom Street, Pretoria

Validity period from date of closure: 150 days

<p><b>SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER</b></p> <p><b>NATIONAL ZOOLOGICAL GARDENS OF SA CORNER BOOM STREET AND PAUL KGUGER NO 232 BOOM STREET PRETORIA 0001</b></p>	<p><b>ENVELOPE ADDRESSING:</b></p> <p><b>Bid Number and Name, Postal Address, Contact Name, Telephone Number and email address on the envelope</b></p>
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**Tenderers are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and return to contractors.**

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

**ANY BIDDING PROCEDURE ENQUIRIES DIRECTED TO:**

Contact Person:	Ms. Ntelekoa or Mrs Marumo	
	Tel:	012 – 339 2700
	Email:	<a href="mailto:Nthabeleng@nzq.ac.za">Nthabeleng@nzq.ac.za</a> or <a href="mailto:Monica@nzq.ac.za">Monica@nzq.ac.za</a>

**ANY TECHNICAL ENQUIRIES DIRECTED TO:**

Contact Person:	Mr. Craig Allenby	
	Tel:	012 – 339 2700
	Email:	<a href="mailto:craig@nzq.ac.za">craig@nzq.ac.za</a>

**TENDERER'S CONTACT DETAILS**

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

A registered auditor

Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof?

Yes

No

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## 1. INTERPRETATION

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

- 1.1 “**Base Rental**” shall mean a portion of the rental amount which is payable monthly in advance by the successful tenderer to NZG, in accordance with the successful tenderer’s Budget Projection as well as the provisions of this RFT Document;
- 1.2 “**Budget Projection**” shall mean a quantitative estimate of the projected monthly financial performance of the Curio Shop for a period of 12 (twelve) months, commencing 1 March 2016, and which projection must include the Base Rental;
- 1.3 “**Closing Date**” shall mean 15 January 2016 at 11h00 ;
- 1.4 “**Conditions of Tender**” shall mean the conditions of tender set out in clause 12;
- 1.5 “**Constitution**” shall mean the Constitution of the Republic of South Africa, 1996;
- 1.6 “**CPI**” shall mean the weighted average of the Consumer Price Index as published from time to time by Statistics South Africa, which is referred to as “Headline CPI (for all urban areas)” in statistical release P0141 or any replacement index for the CPI, as determined by NZG’s auditors from time to time;
- 1.7 “**Curio**” shall mean any unusual article, object of art, memorabilia, etc., valued as a curiosity, which articles or objects consumers of the successful tenderer can associate with the activities / business of NZG (e.g. the zoo animals);
- 1.8 “**Curio Shop**” shall mean a shop operated from the Premises as well as mobile curio stands, if applicable, where the Curios are marketed, distributed and sold;
- 1.9 “**Highest Score**” shall mean the highest score obtained in stage 4 (four) of the evaluation process (i.e. score for price and B-BBEE after applying the relevant formula and table);
- 1.10 “**Lease Agreement**” shall mean the lease agreement to be concluded between NZG and the successful tenderer in terms of which the successful tenderer will lease the Premises from NZG;
- 1.11 “**NRF / National Research Foundation**” shall mean the National Research Foundation, a juristic person established in terms of the provisions of the National Research Foundation Act, 1998, and a schedule 3A national public entity in terms of the provisions of the PFMA;

- 1.12 "**NZG / National Zoological Gardens**" shall mean the NRF, acting through the National Zoological Gardens of South Africa, a division of the NRF in terms of the provisions of the National Research Foundation Act, 1998;
- 1.13 "**PAJA**" shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;
- 1.14 "**PFMA**" shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act;
- 1.15 "**Premises**" shall mean the area where the curio shop previously operated by NZG is located on NZG's premises. The dimensions of the aforesaid premises are indicated on the drawing attached hereto as appendix A;
- 1.16 "**Procurement Act**" shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act;
- 1.17 "**Procurement Laws**" shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;
- 1.18 "**Proposal**" shall mean bid documents submitted in response to this RFP;
- 1.19 "**Returnable Documents**" shall mean the following documents fully completed, and signed where applicable:
- 1.19.1 duly completed and signed (where applicable) Standard Bidding Documents ("**SBD**") consisting of:
- SBD 1 - Invitation to tender;
  - SBD 2 – Tax Clearance Certificate;
  - SBD 4 – Declaration of Interest;
  - SBD 6.1 – Preference Point Claim Form;
  - SBD 8 – Declaration of Past SCM Practices; and
  - SBD 9 - Certificate of Independent Bid Determination,
- 1.19.2 a duly signed and completed supplier declaration form;

- 1.19.3 comprehensive CVs of the key personnel that will be rendering services in terms of the Tenderer as required in terms of paragraph 6;
- 1.19.4 site attendance certificate;
- 1.19.5 JV/consortium Agreement, if applicable;
- 1.19.6 B-BBEEE certificate (certified copy);
- 1.19.7 a valid, original tax clearance certificate;
- 1.19.8 the Budget Projection; and
- 1.19.9 the proposal referred to in paragraph 7 below.
- 1.20 “**RFP**” or “**RFP Document(s)**” shall mean this request for proposals; and
- 1.21 “**Tenderer**” shall mean the person submitting a Tender in response to this RFP.



## **2. BACKGROUND TO THE NRF AND ITS BUSINESS UNITS**

- 2.1. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.
- 2.2. NZG is a division of the NRF and is one of the largest zoos in the country with a national status. Approximately more than 600 000 (six hundred thousand) people visit NZG annually. For an indication of the NZG's visitor numbers over the recent years, kindly see appendix B attached hereto.
- 2.3. The Premises, which is a heritage structure in terms of the provisions of the Heritage Resources Act, 1999, was used by NZG to market, distribute and sell memorabilia, curios, etc. (i.e. as a curio shop). The Premises is currently not being used by NZG. There is no other curio shop on NZG's premises.

## **3. FULL SUPPLY DESCRIPTION**

NZG therefore wishes to lease the Premises to a suitably qualified person in accordance with the provisions of this RFT, for such person to conduct the business of the Curio Shop. The purpose of this RFT is to therefore procure a suitable lessee to occupy the Premises for the purposes of conducting the business of the Curio Shop.

## **4. TENDER DOCUMENTATION**

- 4.1. This RFP contains the following documents:
  - 4.1.1. this RFP document (together with appendices attached hereto);
  - 4.1.2. a supplier declaration form to be duly completed and signed, where required; and
- 4.2. SBD documents to be duly completed and signed, where required.

The Tenderer shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Tenderer shall notify Craig Allenby at 071 400 7566 (between the office hours of 09h00 to 16h00) or [craig@nzg.ac.za](mailto:craig@nzg.ac.za) immediately for rectification. No liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

## 5. CONTEXT IN WHICH THE REQUIRED PROCUREMENT IS NEEDED/UTILISED

- 5.1. NZG wishes to procure a suitably qualified person to whom it can lease the Premises, for such person to conduct the business of the Curio Shop from the Premises.
- 5.2. In accordance with the provisions of paragraph 5.5, the successful tenderer shall pay to NZG 8% (eight percent) of its monthly turnover (calculated and payable quarterly (i.e. every three months) in arrears), or the Base Rental, whichever is higher.
- 5.3. The successful tenderer shall pay to NZG the Base Rental monthly in advance, and in accordance with the provisions of this RFT.
- 5.4. NZG shall be entitled to increase the Base Rental on the anniversary of the effective date of the Lease Agreement. Such increase shall not exceed CPI (as published for the month of March immediately preceding the aforementioned anniversary) plus 2% (two percent).
- 5.5. The successful tenderer shall, pursuant to the provisions of paragraph 5.2, conduct a quarterly assessment of the immediately preceding quarter (i.e. three month period preceding such assessment) to establish which of the Base Rental paid to NZG and 8% (eight percent) of its monthly turnover for the preceding quarter is higher. In the event that the amount of 8% (eight percent) of the successful tenderer's monthly turnover for the preceding quarter is higher than the Base Rental paid by the successful tenderer to NZG in the immediately preceding quarter, the successful tenderer shall pay to NZG the balance due and owing to NZG in accordance with the provisions of paragraph 5.2.
- 5.6. Tenderers shall, in accordance with paragraph , submit, as part of their tender submissions, the Budget Projection. Thereafter, the successful tenderer shall provide NZG with subsequent Budget Projections 1 (one) month before the anniversary of the effective date of the Lease Agreement.
- 5.7. The successful tenderer shall provide NZG with a deposit or performance bond (acceptable to NZG) in the amount equal to the Base Rental (x2) after its appointment by NZG, but before coming into force of the Lease Agreement. Proceeds of the performance bond shall compensate NZG in the event of, amongst other things, loss suffered as a result of the successful tenderer's breach of the Lease Agreement. NZG's requirement for a performance bond shall terminate on the date of termination of the Lease Agreement.
- 5.8. The performance bond shall increase annually in accordance with an increase in the Base Rental.

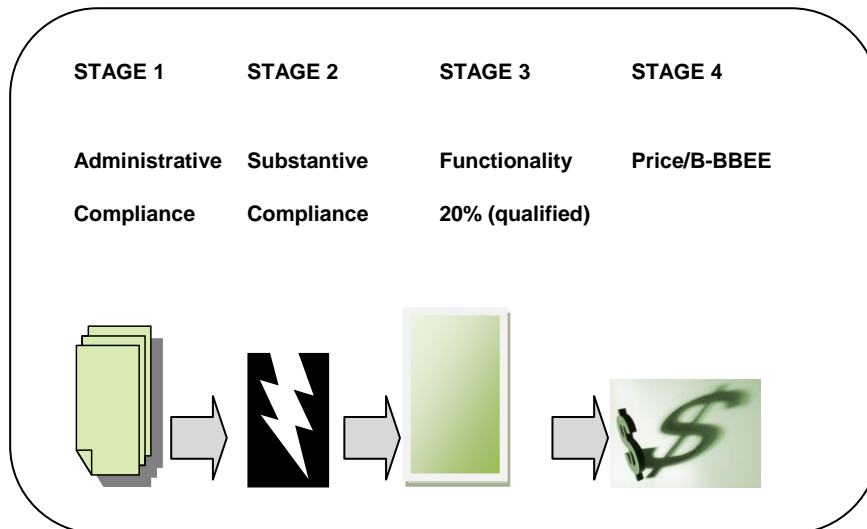
- 5.9. The successful tenderer may not alter, demolish or in any manner whatsoever make any structural changes to the outside of the Premises as it is a heritage structure in terms of the provisions of the Heritage Resources Act, 1999.
- 5.10. The successful tenderer may, at its own expense and subject to NZG's prior written approval, make cosmetic changes to the Premises, including painting the inside and outside of the building, installing store fittings, etc. Any item which affixes to the property becomes the property of NZG and may not be removed upon termination of the Lease Agreement.
- 5.11. In respect of the Premises, Tenderers must take note that:
- 5.11.1. there is no air-conditioning facility; and
- 5.11.2. waste removal will be done by NZG. The successful tenderer will, however, have to apprise itself of NZG's schedule in this regard and ensure that it complies with the schedule as no refuse will be allowed to accumulate. Non-compliance in this regard may result in NZG issuing the successful tenderer with a fine. NZG may charge a fee for its waste removal services.
- 5.12. In respect of the Premises, the successful tenderer will be responsible for:
- 5.12.1. water and electricity supply to the Premises; and
- 5.12.2. maintenance of the Premises.
- 5.13. NZG reserves the right to conduct due diligence exercises in respect of Tenderers.
- 5.14. The Curio Shop of the successful tenderer must be operational by no later than 1 March 2016, or such a later date as may be agreed to by NZG.
- 5.15. It is preferred that the successful tenderer, as part of the Curio Shop, operate mobile curio stands across NZG's premises in order to generate business and sell the Curios.
- 5.16. In respect of the Curios that the successful tenderer will market, distribute and sell, please take note that:
- 5.16.1. 30% (thirty percent) of the Curios must bear NZG's branding;
- 5.16.2. all of the Curios will be subject to NZG's prior written approval; and
- 5.16.3. the successful tenderer may not sell any curios that may be harmful to the zoo animals or the environment. Harmful items include balloons, toy guns, dart guns, fireworks, any curio that makes excessive noise, etc.

5.17. The lease period will be for 1 (one) years and may be renewable.

5.18. The successful tenderer must operate the Curio Shop at least within NZG’s operating hours.

**6. SELECTION AND AWARDING OF CONTRACT**

NZG will utilise the following methodology and criteria in selecting a successful tenderer:



**Stage 1: Administrative Compliance**

All the following questions must be answered “Yes” by NZG in respect of each Tender Submission in order for such Tender Submission to progress to Stage 2 for further pre-qualification.

ITEM	QUESTION	ANSWER (YES/NO)
1.	Did the Tenderer submit the attendance certificate relating to the compulsory site visit? (i.e. was the Tenderer represented at the site visit?) (If no certificate is submitted but NZG is able to determine from its records, without any effort, that the Tenderer was represented at the site visit the answer will be yes).	<b>[only for NZG to answer]</b>
2.	Was the Tender Submission submitted on time?	<b>[only for NZG to answer]</b>
3.	Have all the Returnable Documents been submitted?	<b>[only for NZG to answer]</b>
4.	Are all the Returnable Documents valid? (i.e. not altered by the Tenderer). Tenderers are not allowed to amend and/or produce their own versions of the Returnable Documents provided by NZG, except on prior written consent from NZG.	<b>[only for NZG to answer]</b>

## Stage 2: Substantive Compliance

NZG must be satisfied, in its sole discretion, that each Tender Submission has passed the substantive compliance test. The substantive compliance test will entail the following assessments:

ITEM	ASSESSMENT	(YES/NO)
1.	Assess whether the Returnable Documents have been comprehensively filled in (where appropriate), stamped and/or signed.	<b>[only for NZG to answer]</b>
2.	Assess whether the Tender Submission is complete, with pricing, etc.	<b>[only for NZG to answer]</b>

NZG will confirm each of the above answers from the documentation submitted by the Tenderers.

## Stage 3: Technical Compliance

For a Tender Submission to progress to stage 4, a score of 20% or more must be obtained, provided the Tender scores at least 5 points in respect of each item under this paragraph 11.3.

ITEM	DESCRIPTION	POINTS	POINTS CLAIMED BY THE TENDERER (Tenderer must indicate the points claimed)	SUPPORTING DOCUMENTS REQUIRED IN RESPECT OF EACH ITEM
1	The Tenderer has a number of years of experience in the merchandising industry (e.g. buying and selling of products)	5 years or more =25 points 4 years = 20 points 3 years =15 points 2 years = 10 points 1 year = 5 point None = 0 points		In the event that the Tenderer is an entity, submit a company profile evidencing the points claimed and the CV of the owner / one of the lead partners (i.e. who has been working in a management position in the company for

				more than 2 years). In the event that the Tenderer is a person, submit his/her CV.
2	The individual who will manage the Curio Shop on behalf of the Tenderer has a number of years experience as a manager or sales person in a Curio Shop	5 years or more = 25 points 4 years = 20 points 3 years = 15 points 2 years = 10 points 1 year = 5 point None = 0 points		Submit a copy of the individual's CV with 2 contactable references.
3	The Tenderer will operate a number of mobile curio stands on NZG's premises.	5 mobile stands = 25 points 4 mobile stands = 20 points 3 mobile stands = 15 points 2 mobile stands = 10 points 1 mobile stands = 5 point 0 mobile stands = 0 points		None
4	The Tenderer earned between R500 000 and R5 million or more in annual turnover in the past 5 years from operating a business in the merchandising industry.	R5 million more = 25 points more than R2m but less than R5m = 20 points more than R1m but less than R2m = 15 points more than R500k but less than R1m = 10 points more than R50k but less than R500k = 5 points less than R500k = 0 points		Audit annual financial statements

#### Stage 4: Price and B-BBEE

The following weighting will apply to price and B-BBEE in accordance with the provisions of the relevant Procurement Laws.

<b>Evaluation Criteria</b>	<b>Final Weighted Score</b>
Price	80
B-BBEE	20
<b>TOTAL SCORE</b>	<b>100</b>

NZG will utilise a suitable formula to ensure that the tenderer offering the highest Base Rental scores the highest points and the second highest Base Rental scores the second highest points, etc.

Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Tenderers who do not provide their verification certificates or who are non-compliant shall receive a zero score for B-BBEE.

## 7. PROPOSALS

Proposals from suitably qualified persons who wish to conduct the business of the Curio Shop from the Premises in accordance with the provisions of this RFT are invited. All proposals must contain at least the information set out in this paragraph 7. The information includes, but is not limited to following:

### 7.1. Capital resources

Tenderers must have adequate financial resources to start-up, operate and maintain the Curio Shop. In this regard, Tenderers are required to submit, as part of their proposals:

7.1.1. audited annual financial statements of the past 3 (three) financial years; and

7.1.2. a statement of assets and liabilities.

### 7.2. Background information

Tenderers are required to submit, as part of their proposals, an overview of their background conducting a similar business.

### 7.3. Construction and design plan

Tenderers are required to submit, as part of their Proposals:

7.3.1. a design plan / a visual layout for the Premises which must include plans relating to the interior and exterior of the Premises; and

7.3.2. a list of equipment which the Tenderer will deploy to the Premises,

7.3.3. which plan must conform to and complement NZG's style and infrastructure.

### 7.4. Concept idea

Tenderers are required to submit, as part of their proposals, a concept / model of the Curio Shop they intend to operate, including the nature and type of mobile curio stands, which mobile curio stands must be designed to conform to and complement NZG's quality of service delivery, style and infrastructure.

### 7.5. Staffing plan

7.5.1. Tenderers are required to submit, as part of their proposals, a staffing plan indicating, amongst other things:

7.5.1.1. the proposed number of staff members the Tenderer intends to employ and the nature of the positions (e.g. temporary or permanent). In this regard, the



Tenderer must bear in mind seasonal changes and indicate the composition of its staff compliment during respective periods of the year;

7.5.1.2. the structural composition of the Tenderer's staff compliment, and clearly specify the respective positions the Tenderer intends to have in the Curio Shop; and

7.5.1.3. Brief descriptions of the respective positions mentioned above.

7.5.2. Tenders must take note that the uniforms of the staff must be designed to conform and compliment that of the NZG's staff.

## **8. COMPULSORY SITE VISIT**

8.1. A compulsory site visit will be held on 11 December 2015 at NZG's premises situated at 232 Boom Street, Pretoria.

8.2. A maximum of two persons are permitted to attend per Tenderer.

8.3. Tenderers are required to submit copies of the identity documents of persons attending the compulsory site visit to Craig Allenby via e-mail [craig@nzg.ac.za](mailto:craig@nzg.ac.za) by no later than 16h00 on 10 December 2015.

8.4. Tenderers who have not submitted their identity documents as set out in clause 8.3 above may not be allowed to attend the site visit.

8.5. The site visit will start punctually at 10h00 and information will not be repeated for the benefit of Tenderers arriving late.

8.6. Failure to attend the compulsory site visit will result in disqualification.

8.7. All Tenderers attending the site visit will be issued with an attendance certificate which is one of the Returnable Documents.

## **9. TENDER SUBMISSION**

9.1. Tenderers are requested to initial each page of this RFT Document and sign in full at the end.

9.2. Tenders must be:

9.2.1. submitted in duplicate hard copies (i.e. 1 original and 1 copy of the original) no later than the Closing Date; and

- 9.2.2. deposited into the tender box located at the reception of the main administration building at 232 Boom Street, Pretoria, during the hours of 09h00 and 16h00.
- 9.3. All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.
- 9.4. Only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.
- 9.5. No late Tender Submission will be accepted regardless of how late it is.

## **10. JOINT VENTURES/CONSORTIUMS**

- 10.1. If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. The agreement should also state in very clear terms that the parties will be jointly and severally liable to NZG, despite the split of business and associated responsibilities.
- 10.2. In the case of incorporated JV or consortium, the incorporate JV or consortium must submit a valid B-BBEE verification certificate in its registered name.
- 10.3. In the case of unincorporated JV or consortium, the unincorporated JV or consortium must submit a consolidated valid B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFT in particular.

## **11. COMMUNICATION**

- 11.1. A Tender Submission will be disqualified should any attempt be made by the submitting Tenderer either directly or indirectly to canvass any officer or employee of NZG in respect of this RFT between the Closing Date and the date of the award of the contract.
- 11.2. Tenderers will have the opportunity to ask clarification questions during the site visit and thereafter, in accordance with a process which will be duly communicated to the Tenderers. NZG will send its responses to written questions to all Tenderers, without disclosing the identity of the Tenderer who asked the question.
- 11.3. Tenderers may only communicate with Craig Allenby via email at [craig@nzg.ac.za](mailto:craig@nzg.ac.za).
- 11.4. All correspondence between the Tenderers and NZG must be made in writing via e-mail at the address specified in 11.3 above.

## **12. CONDITIONS OF TENDER**

- 12.1. Failure to complete any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or otherwise comply with other provisions contained in this RFT, may disqualify Tenderers, at NZG's discretion.
- 12.2. NZG reserves the right to:
  - 12.2.1. make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;
  - 12.2.2. cancel this RFT or any part thereof at any time;
  - 12.2.3. not necessarily accept the Tender Submission obtaining the highest score; and
- 12.3. reject any Tender that:
  - 12.3.1. fails to commit to the key deliverables required by this RFT;
  - 12.3.2. is submitted not as set out in clause 9.2;
  - 12.3.3. contains any information that is found to be incorrect or misleading in any way; or
  - 12.3.4. is not completed in full and/or initialled as required.
- 12.4. During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.
- 12.5. After the Closing Date, NZG may request additional information, clarifications or verifications with respect to any of the Tender Submissions. The Tenderers shall respond within the timeframes as set by NZG.
- 12.6. NZG may, at its sole discretion, call upon Tenderers to attend clarification meetings.
- 12.7. Tenderers delivery of a Tender Submission constitutes acceptance by Tenderer of the Conditions of Tender.
- 12.8. This RFT is an invitation to the Tenderer to make an offer to NZG. No binding contract or other understanding will exist between NZG and the Tenderer unless and until the Services Agreement is entered into. Nothing in this RFT or any other communication made between NZG (including its officers, directors, employees, advisers and representatives) and the Tenderer will constitute an agreement or representation that NZG will offer, award or enter into a contract.
- 12.9. NZG reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements

delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time. Tenderers will have no claim against NZG or against any of its officers, directors, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.

12.10. Once the Tenderer has submitted its Tender Submission, NZG will not accept or allow any material modification of the information contained in the Tender Submission unless agreed during the negotiations phase. No substitution of information or documentation by the Tenderer will be permitted under any circumstance once the Tenderer has delivered its Tender Submission.

#### **12.11. Validity Period**

12.11.1. All Tender Submissions shall remain valid for 150 (one hundred and fifty) days from the Closing Date. NZG reserves the right to reject any Tender Submission that is valid for a period less than 150 (one hundred and fifty) days.

12.11.2. Tender Submissions, including pricing, will be considered to be firm throughout such period, based on the scope of services as specified in this RFT, and subject to the contractual documentation included in the RFT.

12.11.3. The Tenderers participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Tenderers sole risk, cost and expense. NZG will not be responsible, whether on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual, restitution or other grounds, for any costs or expenses incurred by the Tenderer in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Tenderers participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings will be the sole responsibility of the Tenderer.

12.11.4. This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.

#### **12.12. Collusive conduct; improper assistance; no inducements.**

12.12.1. As declared in the relevant Returnable Document, neither the Tenderer nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

- 12.12.2. Neither the Tenderer nor any of its officers, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by NZG in conjunction with the RFT process, from any NZG employee, adviser or other representative with respect to this RFT process.
- 12.12.3. Neither the Tenderer nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of NZG's officers, directors, employees, advisers or other representatives, with respect to this RFT process.
- 12.12.4. In addition to any other remedies available to it under any law or any contract, NZG reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Tenderer that engages in any conduct described in clauses 12.12.1, 12.12.2 and 12.12.3.

### 12.13. Confidentiality

- 12.13.1. Except as may be required by law, by a court or government having appropriate jurisdiction, no information contained in or relating to this RFT or the Tenderers Tender Submission will be disclosed by any Tenderer or other persons not officially concerned with NZG's examination and evaluation of Tenderers Tender Submission.
- 12.13.2. Throughout this RFT process and thereafter, Tenderers must secure NZG's written approval prior to the release of any information that pertains to the potential work or activities covered by this RFT or the subsequent process. Failure to adhere to this requirement may result in disqualification from the RFT process and civil action.
- 12.13.3. After the RFT has been closed, no confidential information relating to the process of appointing a Tenderer will be disclosed to Tenderer or any other person not officially concerned with such process.
- 12.13.4. NZG will keep Tender Submissions confidential until a contract is awarded or the process is terminated. At that time, proposals and related documentation may be made available for inspection at NZG's discretion, except for material that is proprietary or confidential. NZG will not disclose or make public any pages of a Tender Submission, which the Tenderer has marked "proprietary" or "confidential", except as part of the Tender process or as may be required under the Procurement Laws or any other law or court order.

12.13.5. Tenderers must have the written approval of NZG prior to the release of any information that pertains to the potential work or activities covered by this RFT or the subsequent process.

#### **12.14. Proprietary Rights In RFT And Tender Submissions**

NZG shall own all intellectual property rights in the information and ideas developed during the procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Tenderer.

#### **12.15. Publicity**

12.15.1. The Tenderer shall not refer to NZG or this RFT in any of its publicity or advertising materials without NZG's approval which may be withheld at NZG's sole discretion.

#### **12.16. Decisions On Tenders**

12.16.1. The decision by the board procurement committee of the NRF ("BPC") or other authorized delegate of NZG regarding the awarding of a contract shall be final.

12.16.2. .Where a contract has been awarded on the strength of information furnished by the Tenderer, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, NZG may, in addition to any other legal remedy it may have:

12.16.2.1. recover from the Tenderer all costs, losses or damages incurred or sustained by NZG as a result of the award of the contract; and/or

12.16.2.2. cancel the contract and claim any damages which NZG may suffer as a result of having to make less favourable arrangements; and/or

12.16.2.3. impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

#### **12.17. Notification**

Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Tenderer to notify NZG thereof.

#### **12.18. Restriction From Tendering Or Contracting**

12.18.1. The BPC of NZG may, in addition to any other legal remedies NZG may have, determine that no offer from a Tenderer should be considered, or determine that a

contract should be cancelled, if the BPC is of the opinion that a Tender Submission or Tenderer has:

- 12.18.2. failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;
- 12.18.3. failed to react to written notices properly sent to it; or
- 12.18.4. offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.

#### **12.19. Representation**

- 12.19.1. Each Tenderer hereby represents and warrants to NZG that the information provided herein is true and correct as at the Closing Date.
- 12.19.2. By signing this RFT Document, the Tenderer is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and NZG will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

#### **12.20. Applicable Standards and Registration**

The successful tenderer must comply with the relevant laws and obtain the necessary compliance certificate(s), where necessary, before it can operate the Restaurant Business. The successful tenderer's delivery schedule must have minimal disturbances to NZG's business operations and will be subject to prior written approval by NZG.

#### **12.21. Written references of good supply practices**

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

#### **12.22. Written references of good pricing practices**

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

#### **12.23. Written references of independence from government in this procurement**

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

**12.24. Contract Period**

The lease period will be for 1 (one) years and may be renewable.

**12.25. Delivery Validation**

The certificate and the related report of delivery/installation/progress milestone/commissioning will be validated by a NZG representative prior to payment of final invoices.

**12.26. Supply Performance Management**

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.

**13. CONTRACT PRICE**

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

**14. PREFERENCE POINTS CLAIM FORM (STANDARD BIDDING DOCUMENT 6.1)**

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
0	0	0

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



\_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points)

(Points claimed must be in accordance with the table reflected above and must be 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 authorised to do so 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 Tenderer from the bidding process;
  - b) Recover costs, losses or damages it has incurred or suffered as a result of that Tenderer'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 Tenderer or contractor, its shareholders and directors, or only the shareholders and applied; and forward the matter for criminal prosecution
- v. A Tenderer will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- vi. A Tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**15. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)**

Will any portion of the contract be sub-contracted?	Yes	No
If Yes, indicate:		

(i) What percentage of the contract will be subcontracted?	%	
(ii) The name of the sub-contractor?		
(iii) The B-BBEE status level of the sub-contractor?		
(iv) Whether the sub-contractor is an EME?	Yes	No

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the information is true and correct and I/we acknowledge that:

- i. A Tenderer will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- ii. A Tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**16. DECLARATION OF INTEREST (STANDARD BIDDING DOCUMENT 4)**

Any legal person, including persons employed by the State<sup>1</sup>, 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 Tenderer or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Tenderer 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 Tenderer or his/her representative:

Identity Number:

Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

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

Tax Reference Number:

VAT Registration Number:

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

Schedule attached with the above details for all directors/members/shareholders Yes  No

Are you or any person connected with the Tenderer 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 Tenderer is employed

Position occupied in the state institution

Any other particulars:

If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? 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 Yes  No

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule: Yes  No

Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person Yes  No

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.

Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer 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

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

**17. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (STANDARD BIDDING DOCUMENT 8)**

Item	Question	Yes	No
	Is the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
	The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		
	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Was the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
	Was any contract between the Tenderer and any organ of state	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<p>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:</p>				
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**18. CERTIFICATE OF INDEPENDENT BID DETERMINATION (STANDARD BIDDING DOCUMENT 9)**

<p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by NZG, do hereby make the following statements that I certify to be true and complete in every respect:</p>
<p>I have read and I understand the contents of this Certificate;</p>
<p>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</p>
<p>I am authorised by the Tenderer to sign this Certificate, and to submit the Bid, on behalf of the Tenderer;</p>
<p>Each person whose signature appears on the Bid has been authorised by the Tenderer to determine the terms of, and to sign, the Bid on behalf of the Tenderer;</p>
<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 Tenderer, whether or not affiliated with the Tenderer, who:</p>
<p>a) Has been requested to submit a Bid in response to this Bid invitation;</p>
<p>b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</p>
<p>c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer</p>
<p>The Tenderer 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<sup>3</sup> will not be construed as collusive bidding.</p>
<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p>
<p>a) Prices;</p>
<p>b) Geographical area where product or service will be rendered (market allocation);</p>
<p>c) Methods, factors or formulas used to calculate prices;</p>
<p>d) The intention or decision to submit or not to submit, a Bid;</p>

e) The submission of a Bid which does not meet the specifications and conditions of the Bid;  
or

f) Bidding with the intention not to win the Bid.

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

The terms of this Bid have not been, and will not be, disclosed by the Tenderer, 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

<sup>3</sup> 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.

#### 19. 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 NZG 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 NZG 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
Tenderer'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 Tenderer'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 Tenderer 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)		<b>WITNESSES</b>  1    _____  2    _____  Date    _____
CAPACITY		
SIGNATURE		
NAME OF FIRM		
DATE		