



National Research Foundation

INVITATION TO BID (SBD 1)

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

BID NUMBER:	NRF/RISA B&M/AUD/ 2016	CLOSING DATE:	01 March 2016	CLOSING TIME	11:00
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BID DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER TO ADVISE ON, SUPPLY AND INSTALL INTER-ACTIVE SEATING SYSTEM, INCLUDING WRITING SURFACES, AND AUDIO AND VISUAL EQUIPMENT, INCLUDING VIDEO CONFERENCING, IN THE AUDITORIUM AND MEETING ROOMS OF THE NEW NRF CORPORATE BUILDING

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

Bidder and the NRF must sign the written contract (**SBD7**) once the delegated authority has approved the award of such contract to the bidder

Preferential Procurement System applicable (points for price: points for procurement preference): **90:10**.

Compulsory Briefing Session/Site Visit	Date and Time	23 February 2016 at 10h00 am
	Location	Albert Luthuli Auditorium, NRF BUILDING, OPP. CSIR South Gate Entrance, Meiring Naude Road, BRUMMERIA, PRETORIA EAST

Validity period from date of closure: **150** days

SUBMISSION OF BIDS EITHER PHYSICALLY OR BY COURIER	BID ENVELOPE ADDRESSING: Bid Number and Name of Bidder, <i>Envelope 1 or 2</i> Postal Address, Contact Name, Telephone Number and Email address
NRF BUILDING OPP. CSIR SOUTH GATE ENTRANCE MEIRING NAUDE ROAD BRUMMERIA PRETORIA EAST	

Bidders are required to deliver Bids to the correct address timeously. If the Bid is delivered late to the NRF address, it will not be considered.

All Bids must be submitted on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules. Word version is available on request.

This Bid is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations, the General Conditions of Contract (at the end of this document) and Special Conditions of Contract as stipulated in this invitation.

	<u>ANY TECHNICAL PROCEDURE ENQUIRIES DIRECTED TO:</u>	<u>ANY BIDDING ENQUIRIES DIRECTED TO:</u>
Contact Person:	Petie Roos	Thozamile Jonas
Tel:	012 – 481 4217	012 – 481 4117
Email:	petie@nrf.ac.za	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 may result in MANDATORY DISQUALIFICATION)

	ENVELOPE 1 TECHNICAL PROPOSAL (One original and five copies)	YES/NO
1	Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) completed, duly signed and submitted as contained in pages 19 to 23 of this bid invitation	
2	Signed and fully completed Procurement Invitation (SBD 1) – see page 43 for signature.	
3	Proposed concept document and the implementation programme for the project, which includes a delivery and installation timetable and the curriculum vitae and qualifications of the bidder's managers and employees to handle this project – Kindly refer to the details indicated in section 4.2.1 and 4.2.2 of this bid invitation.	
4	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. Kindly refer to section 4.3 of this bid invitation.	
5	A list of similar projects reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder. Kindly refer to section 4.4 of this bid invitation.	
6	A minimum of three contactable written references not older than 6 months from current clients, using the example "Annexure A" (p44). Kindly see section 4.5 of this bid invitation.	
7	Original and Valid SARS Tax Clearance certificate.	
8	Certificate of Incorporation: registration and proof of legal identity of the bidder (e.g. certificate issued by the Registrar of Companies and Close Corporations)	
	ENVELOPE 2 FINANCIAL PROPOSAL (one original and five copies)	YES/NO
9	A detailed proposal in the SBD3.1 format with a breakdown of costs and capacity	
10	Annexures relating to the pricing of the project.	
11	Letter from the bidder's bank to confirm their banking details	

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

RESPONDENT CONTRACTOR DETAILS

NAME OF CONTRACTOR:

REPRESENTED BY:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE NUMBER

MOBILE
NUMBER

EMAIL ADDRESS

FAX NUMBER

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

Service provider

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

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 and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

The NRF buildings are situated in Pretoria East adjacent to the south gate of the CSIR campus in Meiring Naude Avenue. The NRF buildings consist of an existing and fully furnished building for RISA and a newly constructed Corporate building which should be ready for occupation by mid-April 2016. The new Corporate building includes a 212-seat auditorium, a 30-seat board room and two 18-seat meeting rooms.

2. FULL SUPPLY DESCRIPTION

The NRF seeks to appoint an experienced service provider to consider and advise on the auditorium seating system and the audio and visual equipment according to the NRF's requirements, and in consultation with our architect and acoustic engineer. Thereafter, the service provider will supply and install the seating system and the audio and visual equipment for the new auditorium, as per the approved specification. The targeted occupation date for the new building is mid-April 2016.

3. SELECTION AND AWARDING OF CONTRACT

This Procurement is evaluated through a four-stage process:

Stage 1 – Selection of Service Providers who provided compliant bids, i.e.:

- Documentation as set out in the returnable documents list has been provided to enable a fair evaluation of the bid proposal, and

Stage 2 – Evaluation of local content: Bidders who have complied and met the threshold for local content requirement will qualify for technical evaluation.

Declaration Certificate for Local Production and Content (SBD 6.2), together with the Annexure C (Local Content Declaration: Summary Schedule) completed, duly signed and submitted, confirms local production and content for the seating systems meets the minimum threshold for local content of **85%**.

Bids that do not meet the above requirements are non-compliant and are disqualified for the next stage. Bidders must ensure that the exchange rate used in calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of this bid invitation.

Stage 3 – Selection of Qualified Service Providers who have passed the minimum thresholds in the technical evaluation

Bid 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.

Stage 4 – 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.

Bidders should note that NRF will contact South African Bureau of Standards who will conduct local content verification to ensure that the declaration made by bidders is true and correct prior to the award.

4. SPECIFICATION OF SUPPLIES/ SERVICES REQUIRED

4.1. Specification of the goods and services required

The bidder must provide a detailed proposal indicating seating systems (including writing surfaces) and audio and visual equipment recommended, based on their site visit. The proposal must indicate the capacity of the bidder to address NRF requirements, including an implementation programme, showing consultation, order and delivery lead times and the installation period.

The consultation process will result in more precise specifications. The final specification of items may vary following this consultation process, until such time that the final specifications are signed off. The NRF and its professional team, including the architect and the acoustic engineer, will approve the final specification.

The specifications below indicate the standard requirements of the NRF and will serve as the baseline for comparison for all bids:

4.1.1 Auditorium

The auditorium capacity is 212 seats and the layout includes a stage suitable for panel discussions with a speaker's podium. There are 10 rows for seating, with two aisles resulting in a centre block with a left and right block. Each row has a seating capacity of 20 to 22 seats. There is a control room at the centre rear of the auditorium which must be capable of controlling lighting as well as audio / video inputs and outputs to and from multiple sources. The auditorium will mainly be used for presentations to staff, academics and other members of the research community. IN addition to panel discussions, there will be a requirement for a video conferencing facility in the auditorium. The video conferencing facility should include the panel seating area as well as the first four seating rows.

4.1.1.1 Seating system

- 4 rows of upholstered high back seats with continuous writing surface, including any audio visual equipment required to provide video conferencing facilities to these stations. The bidder should recommend the best method of gathering audio and video from these stations, which will be viewed and discussed at the briefing.
- 5 rows of upholstered tip-up medium back seats

4.1.1.2 Audio and Visual Equipment

- 1 x motorized 350" HD full high definition front screens for use with video conferencing,
- 3 x teleprompter
- 1 x 4k data projector
- Speaker system appropriate for area volume
- 110 x fixed microphones (1 per 2 seats)
- 6 x roaming hand-held wireless microphones
- 1 x roaming lapel wireless microphone
- 2 x FHD PZT Cameras for video conferencing
- Audio visual equipment to provide video conferencing to the stage and audience
- 3 x Room AV Controllers for starting presentations, video conferencing system and altering displays for audio and video
- Wireless and fixed presentation functionality

4.1.2 Auditorium Overflow Area

- 2 x 65" High definition industrial monitors, with a minimum of 16 hours runtime
- 2 x small form factor PCs for alternative displays
- Ceiling mounted speakers of sufficient quantity and volume for the area

4.1.3 Control Room Equipment

The control room should be able to switch any input listed below to any multiples of the below output source. In addition, there should be multiple monitors for actively displaying current inputs status (on / off) and to which outputs they are being sent.

The control room must be able to control all audio and video for the auditorium, overflow area as well as the boardroom dining area on the first floor. The control room must also be capable of connecting to external sources AV equipment (i.e. SABC etc.) and utilize NRF's own AV inputs and outputs.

The inputs and outputs minimum requirements (but not limited to) are:

Inputs

- Speaker's podium
- Panel Discussion seats
- Front four rows of the auditorium
- 2 x Video / Music sources (Internet stream/ DVD/ CD)
- Remote video conferencing
- Mobile microphones
- A mobile USB dongle for data projection/ wireless presentation

Audio Outputs

- Auditorium main speakers
- Auditorium stage speakers (V/C and monitor)
- Overflow area speakers
- Control Room - monitoring
- Remote video conferencing

Video Outputs

- Auditorium front screens
- Teleprompter/ rear screens
- Overflow area screens
- Reception area screens

4.1.4 Board Room

The board room capacity is 30 seats and 2 screens will be required for reports and presentations and there will be a requirement for video conferencing facility.

- 1x full high definition motorized screen – measured to size of wall and room
- 1x full high definition projector
- A mobile USB dongle for data projection/ wireless presentation
- Speakers sufficient for size of room

- Button microphones – table mounted with noise reduction system
- Video Conferencing equipment – (camera following voice)
- Teleconferencing equipment
- AV control unit for automated screen, video conferencing, presentations, lighting and moving curtains

4.1.5 Board Room Dining Area

- Music system – fed from the control room
- Ceiling mounted speakers of sufficient quantity and volume for the area

4.1.6 Ground Floor Meeting Room

This meeting room capacity is 18 seats and 2 x screens will be required for reports and presentations and there will be a requirement for video conferencing facility.

- 2 x 65" full high definition screen
- A mobile USB dongle for data projection/ wireless presentation
- Speakers
- Video Conferencing equipment – (camera following voice)
- 1 x teleconferencing unit

4.1.6 First Floor Meeting Room

This meeting room capacity is 18 seats and a screen will be required for reports and presentations and there will be a requirement for video conferencing facility.

- 2 x 65" full high definition screen
- A mobile USB dongle for data projection/ wireless presentation
- Speakers
- Video Conferencing equipment – (camera following voice)
- 1 x teleconferencing unit

4.1.6 Second Floor Meeting Room

This meeting room will be versatile and will allow for meeting and training so the capacity is 16 to 20 seats. A screen will be required for training multimedia presentations.

- 2 x 65" full high definition screen
- A mobile USB dongle for data projection/ wireless presentation
- Speakers
- 1 x teleconferencing unit

- 1 x full high definition Web cam with microphone
- 1 x small form factor Personal Computer

4.1.6 Ground Floor Reception

This meeting room will be versatile and will allow for meeting and training so the capacity is 16 to 20 seats. A screen will be required for training multimedia presentations.

- 2 x 65" full high definition screen
- 1 x small form factor Personal Computer

4.2. Consultation and Delivery Required

4.2.1 Implementation plan

The bidder must provide a detailed implementation plan indicating turnaround times, delivery times and installation time-tables. The implementation plan should accommodate the following NRF requirements:

- Installation should be completed by 15 May 2015
- NRF project professionals to be consulted within 10 days of the award of the contract to confirm minimum specifications
- Final specification to be signed off by the NRF within 3 weeks of the award
- Delivery and installation of seating system, audio visual and video conferencing equipment must be completed within 6 weeks of the sign off of the final specification
- Extended delivery times may be negotiated and agreed in writing for specific items by both parties

4.2.2 Bidder's Service Delivery Potential

The Bidder must provide evidence that they have competent, trained, experienced and professional account executives/project managers sufficient to handle the NRF requirements and a project of this nature and size. The proposal and implementation plan submitted as a response to this bid invitation must include a summary of the professional experience of these persons as evidenced by their track record in their Curriculum Vitae and Qualifications.

4.3 Bidders' profile

Bidders are required to provide a profile of themselves for evaluation of their capability and capacity to supply the required services, and to indicate their track record in the project management, specifically in respect of auditorium outfitting and the supply of audio visual equipment. The profile should provide evidence that the bidder has the capacity to manage a project of this nature and size. The bidder's profile must include company/ organization structure (organigram) and reflecting directors, managers and employees.

4.4 Evidence of Supply Capacity and Capability

Bidders must provide evidence to support their organizational and technical capacity, experience and capability to provide the service requirements outlined in this bid invitation. Bidders must provide a list of similar projects completed during the past two years, showing the size (e.g. seating capacity of the auditorium or meeting rooms and audio and visual systems installed) and nature (e.g. seating types, stage and podium) of the projects. The Rand Value of each project must be provided as a guide to the size of each project. The client name and contact number should also be included, and by submission of the contacts, the bidder consents to NRF contacting such clients for due diligence purposes.

4.5 Contactable References (Track Record)

The bidder must provide three (3) written letters of reference not older than 12 months from existing corporate customers/ clients in which the customer/ client provides specific references about equipment supplied; durability and quality; after sales support and maintenance; professionalism, customer centricity and interpersonal skills of the staff working their project; delivery/completion times of projects; satisfaction with work done; and overall impression. **Annexure "A"** contains a specimen of the reference letter required. These letters must be provided in original format, signed on the company letterhead by the company providing the reference. The service provider agrees to the NRF contacting any of these clients for further clarification, if necessary.

5. QUALIFYING THRESHOLDS FOR SELECTION EVALUATION

Only procurement responses/submissions that are **100%** acceptable in terms of the Returnable Document List and local production and content are evaluated.

Bids scoring less than the threshold score of **70%** in total for Capability and Capacity Evaluation Criteria are marked as failed and will not proceed to the next stage of evaluation.

5.1 Stage 1 – Compliance to criteria as set out in the returnable documents list and local production and content.

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
2	The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) has been completed, duly signed and submitted; and satisfies all of the local production and content as indicated in section 3.1 of this bid invitation	GO/ NO GO
Bidders must score “GO” on all of the above to be considered for the next stage of evaluation.		

6.2 Stage 2 – Selection on Specifications and Capability and Capacity Evaluation Criteria

Each evaluation criteria will be scored as per the scoring range below and bidders must score an overall minimum of 70% or more in order to proceed to the next stage of evaluation. The following scoring system is utilised for this evaluation, setting the points to be awarded and what this represents for each criteria in the matrix or to the entire matrix:

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

	Elements to be evaluated	SCORE				SCORE
		2	5	7	10	
1	Evaluate the capability of the bidder in terms of experience in delivering on projects of same or similar nature, based on the list of similar work completed.	Portfolio indicates NO experience in auditorium seating and AV equipment relative to NRF Requirements	Portfolio indicates LIMITED experience in auditorium seating and AV equipment relative to NRF Requirements	Portfolio indicates SIMILAR experience in auditorium seating and AV equipment relative to NRF Requirements	Portfolio indicates EXCELLENT experience in area of auditorium seating and AV equipment relative to NRF Requirements	
2	Consider the company profile provided by the bidder, indicating their experience in outfitting of auditoriums.	2	5	7	10	
		Bidder has less than 2 years' experience	Bidder has 2 to 4 years' experience	Bidder has 4 to 6 years' experience	Bidder has more than 6 years' experience	
3	Consider the summary of the professional experience account executive/ project manager	2	5	7	10	
		Insufficient information provided	Experience is lacking and does not meet NRF requirements	Experience meets the NRF Requirements	Experience exceeds the NRF requirements	
4	Consider the proposal and implementation plan provided by the bidder	0	10	15	20	
		Both the appeal of the proposal and the time frames do not meet NRF requirements	Either one of the appeal of the proposal or the time frames do not meet NRF requirements	Appeal of the proposal and the time frames meet NRF requirements	Appeal of the proposal and the time frames exceed NRF requirements and add value	

5	Evaluate bidder's capability & capacity as a company based on 3 written references not older than 12 months	10	20	35	50	
		References provided indicate work performance not professional and not up to standard or needs improvement. Overall impression less than three (3).	References provided indicate work performance not entirely professional and up to standard. Overall impression is 3 or 4.	References provided indicate work performance was professional and of acceptable standard. Overall impression is 5 or 6.	References provided indicate work performance highly professional and excellent and exceeds requirements & adds value. Overall impression is 7 or 8.	
TOTAL						
Bidders must score an overall minimum of 70 or more in order to proceed to the next stage of evaluation.						

6. CONTRACT MANAGEMENT

The award of this procurement is only completed once the contract or the contract form (SBD7) has been signed by the NRF and the appointed service provider. The contract is inclusive of services and contract conditions as specified in this document. The NRF will advise the contractor in writing of the name of the NRF project manager once the contract is concluded.

6.1. Sub Processes

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

- An official Service Instruction Purchase Order for the approved service/(s) is generated by the NRF prior to the execution of the tasks or project.
- The Purchase Order above specifies an exact description including price and the quantity, date and location of service to be rendered.
- The service provider provides an invoice with a schedule of all activities or work completed.
- The designated NRF official checks invoice and the schedule against the purchase orders to confirm the amount payable to the service provider.
- The designated NRF official signs the service provider invoice which is submitted directly to the NRF Finance department for payment to the service provider.

6.2. Stakeholder Relations

The Service Provider maintains excellent relations with all internal and external stakeholders for the benefit of NRF and arranges a roll-out induction meeting to NRF officials and project team directly responsible for project. During meetings, the supply, delivery and installation timelines, procedures and processes for project arrangements are clearly communicated so that there is a clear understanding of operations from both the NRF and the Service Provider to ensure smooth and efficient outfitting of the auditorium, meeting rooms and other designated areas.

6.3. Performance Evaluation and Review

- a) The Service Provider meets weekly with the NRF to discuss issues of mutual concern; to review the Service provider performance; and to discuss improvements which the Service Provider or the NRF should make in order to achieve more effective project management and greater savings.
- b) The Service Provider must follow up to ensure that written instructions, including purchases orders are received once the final specifications are agreed.
- c) The Service Provider makes the NRF aware immediately of major industry changes which have a broad impact on the project.
- d) The Service Provider must establish and operate monitoring processes to allow regular and continual review of the quality of project services provided. These processes include a self-assessment covering all the services performed under the contract and include mechanisms for monitoring, identifying and correcting deficiencies in the quality of service.
- e) The NRF conducts its own quality control measures and surveys from time to time and will inform the Service Provider of shortcomings in service quality in writing.
- f) The NRF terminates the contract at any time in the event of the Service Provider entering into liquidation, whether compulsory or voluntary or enter into receivership or bankruptcy or defaults on its payments or unacceptable levels of performance.

7.4. Replacement or additional supply and/or installation of equipment

On request by the NRF, the service provider may be required to supply or install additional equipment in the auditorium or other areas. The type, unit costs and quantities of the equipment cannot be predetermined and as a result the NRF reserves the right to pay the service provider only an amount equal to market related prices plus mark-up should service provider's prices be excessive.

8. WARRANTIES, EXTENDED WARRANTIES AND DOWN-STREAM SUPPLIES

- a) The service provider warrants that all products, including office furniture and other accessories, supplied and installed are new and unused, and shall have no defects.
- b) This warranty shall remain valid for a period of three years after the equipment and seating system (or any portion of this equipment and seating system) have been delivered to and installed at the NRF, and this delivery and installation has been accepted by the NRF.
- c) The NRF will advise the service provider in writing of any claims arising from this warranty and on receipt of this notice the service provider will respond within 7 days, and advise the NRF of the repair or replacement of the defective equipment and/or seating system (or any portion of this equipment and/or seating system), without cost to the NRF.
- d) The NRF will proceed with any remedial action as may be necessary if the service provider fails to remedy the defects within 30 days of the notice, at the risk and expense of the service provider.
- e) The service provider warrants that additional equipment as required by the approved final specification will be available to the NRF at similar cost for the duration of the contract period.

9. CONTRACT PERIOD & EFFECT

The contract commences with immediate effect upon the formal acceptance of this bid by the NRF delegated authority and upon determination by the NRF.

The successful bidder is contracted for a period of three years and the supply and delivery of auditorium seating and audio visual and video equipment and accessories will be determined as needs arises during the contract period, at similar, reasonable or market related prices taking into account benchmark prices, value for money and economies of scale.

10. PAYMENT

The contracted service provider can only process approved transactions on invoice against the official service instruction Purchase Order.

The service provider provides a separate invoice which is paid by the NRF into the bank account of the service provider, within 30 days of the date of receipt of the invoice or statement of account.

11. PRICING SCHEDULE – FIRM PRICES (PURCHASES): STANDARD BIDDING DOCUMENT 3.1.

BID DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO ADVISE ON, SUPPLY AND INSTALL INTER-ACTIVE SEATING SYSTEM, INCLUDING WRITING SURFACES, AND AUDIO AND VISUAL EQUIPMENT, INCLUDING VIDEO CONFERENCING, IN THE AUDITORIUM AND MEETING ROOMS OF THE NEW NRF CORPORATE BUILDING

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. BIDDERS MUST GROUP COMPONENTS INTO THE MAIN ITEMS SHOWN ON THIS PRICING SCHEDULE TO REFLECT A BID PRICE FOR SECTION (DETAILED IN SECTION 4.1 OF THE BID INVITATION) AND A TOTAL BID PRICE. DETAILED PRICE SCHEDULE MUST BE ATTACHED TO THIS PRICING SCHEDULE, REFLECTING THE COMPONENTS INCLUDED IN THESE MAIN ITEMS.

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM Bidders must refer to the detailed specifications contained in section 5.1 of the bid invitation	QUANTITY	UNIT PRICE	TOTAL (VAT INCLUDED) R0.00
AUDITORIUM – Seating system			
4 rows seats with continuous writing surface – high back upholstered seats	82		
6 rows seats – tip-up medium back seats	130		
Moveable Panel seating with continuous writing surface	10		
Moveable podium	1		
Sub-Total for AUDITORIUM – Seating system			
AUDITORIUM – Audio, visual & video conferencing			
350" motorized Full high definition screens	2		
Teleprompters	3		
4k data projector	1		
Speaker system	1		
Fixed Microphones	110		

Roving Microphones	7		
FHD PZT Cameras	2		
Video conferencing for stage & auditorium	1		
AV Controllers	3		
Wireless & fixed presentation functionality solution	1		
Sub-Total for AUDITORIUM – Audio, visual & video conferencing			
Auditorium Overflow area			
65" Full high definition industrial monitors	2		
Small form factor Personal Computer	2		
Ceiling mounted speaker system	1		
Sub-Total for Auditorium Overflow area			
Control Room equipment			
Equipment and accessories in system to control inputs and outputs detailed per 4.1.3. of this bid invitation	1		
Total cost			
Sub-Total for Control Room equipment			
Board Room			
FHD motorized screen	1		
FHD projector	1		
USB dongle for data projection/ wireless presentation	1		
Button microphones table mounted with noise reduction	30		
Speaker system	1		
Teleconferencing unit	1		
Video conferencing equipment	1		
AV Control unit	1		
Sub-Total for Board Room			
Board Room Dining Area			
Music system – fed from control room	1		
Ceiling mounted speaker system	1		
Sub-Total for Board Room Dining Area			
Ground Floor Meeting Room			
65" Full high definition screen	2		
Data projector	1		
USB dongle for data projection/ wireless presentation	1		
Speaker system	1		
Video conferencing equipment	1		
Teleconferencing unit	1		

Sub-Total for Ground Floor Meeting Room			
First Floor Meeting Room			
65" Full high definition screen	2		
Data projector	1		
USB dongle for data projection/ wireless presentation	1		
Speaker system	1		
Video conferencing equipment	1		
Teleconferencing unit	1		
Sub-Total for First Floor Meeting Room			
Second Floor Meeting Room			
65" Full high definition screen	2		
Data projector	1		
USB dongle for data projection/ wireless presentation	1		
Speaker system	1		
Teleconferencing unit	1		
Sub-Total for Second Floor Meeting Room			
Ground floor Reception			
65" Full high definition screen	1		
Small form factor Personal Computer	1		
Sub-Total for Ground floor Reception			
Consultation fees – rates per hour	20 hours		
Installation fees – rates per hour	20 hours		
Sub-Total fees for consultation & installation			
TOTAL BID PRICE (Inclusive of all applicable taxes)			R
Conditions applicable to the bidder's pricing:			
<ul style="list-style-type: none"> The bid price includes all applicable taxes (including value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) and all delivery costs. The bid price includes delivery and installation of all goods and services at the NRF address i.e.: OPP. CSIR SOUTH GATE ENTRANCE MEIRING NAUDE ROAD BRUMMERIA PRETORIA EAST 			
B-BBEE STATUS LEVEL OF CONTRIBUTION (Per SBD 6.1 below)	Level	Preference Claimed	Points
Are detailed price schedules attached?		Yes	No
Does the offer comply with the specification(s)?		Yes	No

12. 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 Service provider 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 Service provider 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 Service provider from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Service provider’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 Service provider or Service provider, 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.

SUB-CONTRACTING

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-Service provider?		
(iii)	The B-BBEE status level of the sub-Service provider?		
(iv)	Whether the sub-Service provider 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 Service provider will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Service provider 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 Service provider qualifies for, unless the intended sub-Service provider is an EME that has the capability and ability to execute the sub-contract.
- ii. A Service provider 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 Service provider concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

13. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

SBD 6.2

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where, x is the imported content in Rand
 y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally

produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or its subService providers) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary Service provider’s assigning, leasing, making out work to, or employing another person to support such primary Service provider in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: NATIONAL RESEARCH FOUNDATION

NB:

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity),
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

14. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

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

15. CONDITIONS OF CONTRACT

15.1 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.

15.2 CLAUSES IN THIS BID INVITATION (CONDITIONS OF CONTRACT)

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

15.3 RESPONSE PREPARATION COSTS

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

15.4 CANCELLATION PRIOR TO AWARDING

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

15.5 LATE BIDS RECEIVED

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

15.6 COLLUSION, FRAUD AND CORRUPTION

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

15.7 CONFIDENTIALITY

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

15.8 VALIDATION OF SUBMITTED DOCUMENTATION

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

15.9 PRESENTATIONS AND PROOF OF FUNCTIONALITY

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

15.10 INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

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

15.11 INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

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

15.12 DEFINITIONS

The following terms shall be interpreted as indicated:

- 15.12.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 15.12.2 "Contract" means the written agreement entered into between the purchaser and the Service Provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 15.12.3 "Contract price" means the price payable to the Service Provider under the contract for the full and proper performance of his contractual obligations.
- 15.12.4 "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.
- 15.12.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 15.12.6 "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.
- 15.12.7 "Day" means calendar day.
- 15.12.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 15.12.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 15.12.10 "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 service provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 15.12.11 "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.

- 15.12.12 "Force majeure" means an event beyond the control of the Service Provider and not involving the Service Provider'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.
- 15.12.13 "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 Service provider, and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Service Provider of the benefits of free and open competition.
- 15.12.14 "GCC" means the General Conditions of Contract.
- 15.12.15 "Goods" means all of the equipment, machinery, and/or other materials that the Service Provider is required to supply to the purchaser under the contract.
- 15.12.16 "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 Service Provider or his subService providers) 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.
- 15.12.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 15.12.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 15.12.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 15.12.20 "Project site," where applicable, means the place indicated in bidding documents.
- 15.12.21 "Purchaser" means the organization purchasing the goods.
- 15.12.22 "Republic" means the Republic of South Africa.
- 15.12.23 "THIS PROCUREMENT INVITATION" means the Special Conditions of Contract.
- 15.12.24 "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 service provider covered under the contract.
- 15.12.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

15.13 Application

- 15.13.1 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.
- 15.13.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 15.13.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

15.14 General

- 15.14.1 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.
- 15.14.2 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

15.15 Standards

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

15.16 Use of contract documents and information; inspection

- 15.16.1 The Service Provider 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 service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 15.16.2 The Service Provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 16.16.1 except for purposes of performing the contract.
- 15.16.3 Any document, other than the contract itself mentioned in GCC clause 16.16.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the Service Provider's performance under the contract if so required by the purchaser.

- 15.16.4 The Service Provider shall permit the purchaser to inspect the Service Provider's records

relating to the performance of the Service Provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

15.17 Patent rights

15.17.1 The Service Provider 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.

15.18 Performance security

15.18.1 Within thirty (30) days of receipt of the notification of contract award, the successful Service Provider 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.

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

15.18.3 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

15.18.4 The performance security will be discharged by the purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider'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.

15.19 Inspections, tests and analyses

15.19.1 All pre-bidding testing will be for the account of the Service Provider.

15.19.2 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 Service Provider or Service provider shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on its behalf.

15.19.3 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.

- 15.19.4 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.
- 15.19.5 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 service provider.
- 15.19.6 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the service provider 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 service providers cost and risk. Should the service provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the service provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the service provider.

15.20 Packing

- 15.20.1 The service provider 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.

15.21 Insurance

- 15.21.1 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.

15.22 Transportation

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

15.23 Incidental services

- 15.23.1 The Service Provider 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 service provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

15.23.2 Prices charged by the Service Provider 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 service provider for similar services.

15.24 Spare parts

15.24.1 The Service Provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the service provider:

- (a) such spare parts as the purchaser may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider 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.
 - (iii)

15.25 Warranty

15.25.1 The Service Provider 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 Service Provider 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 Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.25.2 This warranty shall remain valid for thirty-six (36) 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.

- 15.25.3 The purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.
- 15.25.4 Upon receipt of such notice, the Service Provider 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.
- 15.25.5 If the Service Provider, 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 service provider's risk and expense and without prejudice to any other rights which the purchaser may have against the service provider under the contract.

15.26 Payment

- 15.26.1 The method and conditions of payment to be made to the Service Provider under this contract shall be specified in THIS PROCUREMENT INVITATION.
- 15.26.2 The Service Provider 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.
- 15.26.3 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 service provider.
- 15.26.4 Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

15.27 Prices

- 15.27.1 Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the Service Provider 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.

15.28 Contract amendments

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

15.29 Assignment

- 15.29.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

15.30 Subcontracts

15.30.1 The Service Provider 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 service provider from any liability or obligation under the contract.

15.31 Delays in the Service Provider's performance

15.31.1 Delivery of the goods and performance of services shall be made by the Service Provider in accordance with the time schedule prescribed by the purchaser in the contract.

15.31.2 If at any time during performance of the contract, the Service Provider or its subService provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Service Provider shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the Service Provider'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.

15.31.3 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.

15.31.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the Service Provider's point of supply is not situated at or near the place where the supplies are required, or the Service Provider's services are not readily available.

15.31.5 Except as provided under GCC, a delay by the service provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of penalties, pursuant to GCC Clause 16.32, unless an extension of time is agreed upon pursuant to GCC Clause 16.31.2 without the application of penalties.

15.31.6 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 Service Provider'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 Service Provider.

15.32 Penalties

15.32.1 Subject to GCC Clause 16.35, if the Service Provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a

penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 16.33.

15.33 Termination for default

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

- (a) if the Service Provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 16.31.2;
- (b) if the Service Provider fails to perform any other obligation(s) under the contract; or
- (c) if the Service Provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15.33.2 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 Service Provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

15.33.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years.

15.33.4 If a purchaser intends imposing a restriction on a Service Provider or any person associated with the service provider, the Service Provider 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 Service Provider 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 service provider.

15.33.5 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.

15.33.6 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 service provider 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 service providers or persons prohibited from doing business with the public sector.

15.33.7 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.

15.34 Anti-dumping and countervailing duties and rights

15.34.1 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 Service provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service provider 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.

15.35 Force Majeure

15.35.1 Notwithstanding the provisions of GCC Clauses 16.32 and 16.33, the service provider 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.

15.35.2 If a force majeure situation arises, the service provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the service provider 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.

15.36 Termination for insolvency

15.36.1 The purchaser may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, 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.

15.37 Settlement of disputes

15.37.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the service provider 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.

15.37.2 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 service provider 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.

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

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

15.37.5 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 service provider any monies due the service provider.

15.38 Limitation of liability

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

- (a) the service provider 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 service provider to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the service provider 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.

15.39 Governing language

15.39.1 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.

15.40 Applicable law

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

15.41 Notices

15.41.1 Every written acceptance of a bid shall be posted to the service provider 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

15.41.2 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.

15.42 Taxes and duties

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

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

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

15.43 National Industrial Participation (NIP) Program

15.43.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

15.44 Prohibition of restrictive practices

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

15.44.2 If a Service provider(s) or Service provider(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.

15.44.3 If a Service provider(s) or Service provider(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 Service provider(s) or Service provider(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Service provider(s) or Service provider(s) concerned.

16. 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 Service provider or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Service provider 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 Service provider 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:
 - 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:
- | | | |
|--|-----|----|
| <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 Service provider 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 Service provider 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 Service provider, 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 Service provider, aware of any relationship (family, friend, other) between any other Service provider 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	

17. DECLARATION OF SERVICE PROVIDER'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> Is the Service provider or any of its directors listed on the National Treasury's Database of Restricted Service providers 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 Service provider or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was the Service provider 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 Service provider 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
<p>The Database of Restricted Service providers 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.</p>		

18. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

<p>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:</p>		
<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 Service provider to sign this Certificate, and to submit the Bid, on behalf of the Service provider; 	Yes	No
<ul style="list-style-type: none"> Each person whose signature appears on the Bid has been authorised by the Service provider to determine the terms of, and to sign, the Bid on behalf of the Service provider; 	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 Service provider, whether or not affiliated with the Service provider, who:</p>		

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Service provider and/or is in the same line of business as the Service provider

The Service provider has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

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

The terms of this Bid have not been, and will not be, disclosed by the Service provider, 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.

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 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
Service provider'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 Service provider'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 Service provider or any other person regarding this or any other Bid.

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

declarations prove to be false.

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES

1 _____

2 _____

Date _____



Reference: SCM – NRF/RISA B&M/6/2016

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

Name of service provider: _____

Criteria	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements & Adds value						
Durability & Quality of seating systems installed										
Satisfaction with Audio visual and video conferencing equipment supplied										
Promptness of delivery & installation										
After sales support & maintenance										
Professionalism, customer centricity & Interpersonal skills of staff										
Satisfaction with the work done										
Overall Impression (i.e. would use again)										
No. of times service used in past year		Would you use the service provider again?		YES	NO					
Rate the type of service has the named service provider provide to you?	Overall Impression: <i>Range: 1 = not recommended to 8 = highly recommended</i>		1	2	3	4	5	6	7	8

Name of person completing this reference letter		COMPANY STAMP
Signature		
Company Name the signatory represents		
Contact telephone number		