



# National Research Foundation

## INVITATION TO BID (SBD 1)

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

<b>BID NUMBER:</b>	<b>NRF/RISA B&amp;M/7/ 2016</b>	<b>CLOSING DATE:</b>	<b>19 FEBRUARY 2016</b>	<b>CLOSING TIME</b>	<b>11:00</b>
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### BID DESCRIPTION

**THE APPOINTMENT OF AN OFFICE FURNITURE SUPPLIER TO CONSULT, ADVISE, DESIGN, SUPPLY AND INSTALL OFFICE FURNITURE IN THE NEW NRF OFFICE WING EXTENSION**

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**.

<b>Compulsory Briefing Session/Site Visit</b>	Date and Time	<b>02 February 2016 at 10h00am</b>
	Location	<b>National Research Foundation, Opposite CSIR South Gate, Meiring Naude Road, Pretoria East</b>

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

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

**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.

	<b><u>ANY TECHNICAL PROCEDURE ENQUIRIES DIRECTED TO:</u></b>	<b><u>ANY BIDDING ENQUIRIES DIRECTED TO:</u></b>
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 is a MANDATORY DISQUALIFICATION)**

	<b>ENVELOPE 1 TECHNICAL PROPOSAL (One original and five copies)</b>	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 22 to 26 of this bid invitation	
2	Signed and fully completed Procurement Invitation (SBD 1) – see page 45 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 5.1 and 5.2 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 5.3 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 5.4 of this bid invitation.	
6	A minimum of three contactable written references not older than 6 months from current clients, example Annexure A. Kindly refer to section 5.5 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)	
	<b>ENVELOPE 2 FINANCIAL PROPOSAL (one original and a copy)</b>	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 won't be held responsible for lost or missing pages of documents which were not numbered.**

## RESPONDENT CONTRACTOR DETAILS

NAME OF CONTRACTOR:

REPRESENTED BY:

POSTAL ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE NUMBER

MOBILE  
NUMBER

EMAIL ADDRESS

FAX NUMBER

COMPANY REGISTRATION  
NUMBER

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:

### TYPE OF COMPANY/FIRM [Tick applicable box]

Partnership/Joint Venture/Consortium

One person business/sole proprietor

Close Corporation

Public Company (Limited)

Private Company (Pty) Limited

Other

### COMPANY CLASSIFICATION [Tick applicable box]

Manufacturer

Supplier

Professional Services

Other service providers e.g. transport, etc.

Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]

Yes

No

**Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed)?** [Tick Applicable Box]

Yes

No

If Yes, by whom was the B-BBEE certificate issued? [Tick Applicable Box]

An accounting officer as contemplated in the Close Corporation Act (CCA)

A verification agency accredited by the South African Accreditation System (SANAS)

A registered auditor

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.

## 2. FULL SUPPLY DESCRIPTION

The NRF seeks to appoint an experienced office furniture supplier to consult, consider and advise on the NRF's requirements and then provide a concept and designs of the furniture for the offices, meeting rooms, etc. for the new NRF's office wing extension which is due for occupation by mid-April 2016.

The appointed supplier will also be required to supply and install the office furniture, as per the approved design.

## 3. SHORT DESCRIPTION OF THE BUILDING

The NRF Corporate building, consists of three floors which include offices, meeting rooms, dining areas, and reception. These areas needs to be furnished and ready for occupation by 16 May 2016.

## 4. SELECTION AND AWARDING OF CONTRACT

This Procurement is evaluated through a four-stage process:

**4.1 Stage 1 – Selection of Service Providers who provided compliant bids as set out in the returnable documents list and whose local production and content meets the following minimum requirements :**

Description	% Local Content
Office desk – melamine or paper foil with drawers	70%
Office desk – timber or supawood (MDP) top on steel frame	90%
Chairs – stacker upholstered – 4 legged with no arms	100%
Chairs – side upholstered sleigh base with arms	70%
Chair – high back upholstered with arms on 5 star base	65%
Steel stationery cupboard	100%
Steel drawer (s) filing cabinet	100%
Wood stationery cabinet	100%
Wood drawer (s) filing cabinet	100%

Bids that do not meet the returnable documents list are non-compliant and are disqualified for the next stage. Bidders must ensure that all products included in their bids meet the minimum thresholds for local production and content as products which do not meet these will not be considered.

#### **4.2 Stage 2 – 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.

#### **4.3 Stage 3 – Selection on the proposed concept and the implementation programme**

The proposed concept document and the implementation plan included in the bid response is evaluated in accordance with NRF requirements as outlined in par 6.3 of this bid invitation.

#### **4.4 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.

### **5. SPECIFICATION OF SUPPLIES/ SERVICES REQUIRED**

#### **5.1. Specification of the building and products and services required**

The building includes the following:

- 10 Executive suites with 10 Executive assistant work stations
- 15 Manager offices
- 43 Employee work stations
- 3 general meeting rooms
- 1 Board room seating 30 persons with a separate dining area
- 4 waiting areas
- Other general utility rooms

The bidder must provide a detailed concept document indicating product ranges (including types of wood finishes) and the capacity of the bidders to address NRF requirements. An implementation programme, allowing for consultation with Executives, Department Managers and other staff representatives, and indicating order and delivery times, must be provided to support the concept document.

The consultation process may lead to unique specifications for different offices and work stations. The final

specification of items may be variable due to business changes by the time the final specifications are signed off. The specifications below indicate the standard requirements for each type of work station, which will serve as the baseline for comparison for all bids:

### **5.1.1 Executive offices**

**The furniture for these offices should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- Executive desk – L Shape (2400mm x 1800mm)
- Credenza / extension (1200mm x 650mm)
- Wall units – 3 x (2000mm x 900mm x 450mm) comprising 3 tier open shelf unit, solid door unit and half glass unit
- Filing cabinet (1450mm x 467mm x 600mm)
- In and out tray's
- Dustbin
- High back executive chair – leather upholstery
- Hat and Coat Stand
- Pin Board (1000mm x 1200mm)
- White Board (1000mm x 1200mm)
- Coffee table and visitors couches (at discretion of the executive)
- Small conference table including four chairs (at discretion of the executive)
- Medium conference table including six chairs (at discretion of the executive)
- Blinds

### **5.1.2 Executive PA work stations**

**The furniture for these offices should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- Office desk (1800mm x 600mm)
- Credenza / extension(1200mm x 600mm)
- 4 drawer filing cabinet
- Hinge door cupboard (1500mm x 920mm x 450mm)
- In and out tray's
- Dustbin

- Pin Boards
- High back office chair - upholstery
- Two visitors chairs - upholstery
- Coffee table (600mm x 600mm)\_with 2 single seat couches
- Blinds

### **5.1.3 Managers Office**

**The furniture for these offices should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- Office desk (2000mm x 800mm)
- Credenza / extension(1200mm x 600mm)
- 4 drawer filing cabinet
- Hinge door cupboard (1500mm x 900mmx 450mm)
- High back office chair - upholstery
- Two visitors chairs - upholstery
- In and out tray's
- Dustbin
- Pin Board (1000mm x 1200mm)
- White Board (1000mm x 1200mm)
- Small conference table including four chairs
- Blinds

### **5.1.4 Staff offices**

**The furniture for these work stations should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- Office desk (1800mm x 600mm)
- Credenza / extension(1200mm x 600mm)
- Hinge door cupboard (1500mm x 900mmx 450mm)
- High back office chair - upholstery
- Two visitors chairs – upholstery
- Curved aluminium framed desk based and floor standing partitions

- In and out tray's
- Dustbin

#### **5.1.5 Stationery store room**

**The furniture for this store room work station should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- Office desk (1800mm x 1600mm)
- Credenza / extension(1200mm x 600mm)
- High back office chair - upholstery
- In and out tray's
- Dustbin

#### **5.1.6. Meeting/ Board Rooms**

**The furniture for these store room offices should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- 18 seat meeting rooms – conference table with 18 mid back leather chairs
- 30 seat board room - conference table with 30 high back leather chairs
- Water cooler
- Blinds

#### **5.1.7. Tea/ waiting areas**

**The furniture for these spaces should include the following lines and classification:**

- Couches - Leather : double seat
- Couches - Leather : single seat
- Coffee table (600mm x 600mm)
- Carpet/ Rug
- Book/ newspaper stand
- Dustbin
- Water cooler

#### **5.1.8 Guard House**

**The furniture for these spaces should include the following lines and classification:**

- All furniture must match in wood finishes and the edge trim for all furniture must be solid wood
- Office desks (1600mm x 900mm)
- Credenza (1200mm x 600mm)



- High back office chair - upholstery
- Dustbin

#### **5.1.9 Board Room Dining area**

- 8 x 4-legged square tables
- 32 x 4-legged upholstered chairs
- Water cooler
- Blinds

#### **5.1.10 Tea/ Coffee meeting room link area**

- Couches - Leather : double seat
- Couches - Leather : single seat
- Coffee table (600mm x 600mm)
- Small meeting table – 6 seats
- 6 x Mid back leather chairs for meeting table
- Water cooler
- Blinds

#### **5.1.11 Reception/ waiting area**

- Couches - Leather : double seat
- Couches - Leather : single seat
- Coffee table (600mm x 600mm)
- Carpet/ Rug
- Book/ newspaper stand
- Water cooler

### **5.2. Consultation and Delivery Required**

#### **5.2.1 Implementation plan**

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

- All furnishing should be completed by 15 May 2015
- All executives to be consulted within 10 days of the award of the contract to confirm minimum specifications for their suites

- All managers of departments must be consulted within 14 days of the award of the contract to confirm minimum specifications and special needs for their departments
- Final furnishing specification to be signed off by the NRF within 3 weeks of the award
- Delivery and installation of furniture 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

### **5.2.2 Bidder's Service Delivery Potential**

The Bidder must provide evidence that they have competent, trained, experienced and professional account executives, space planners and project manager sufficient to handle the NRF requirements and a project of this nature and size. The concept document 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.

### **5.3 Bidders' profile**

The contracted service providers 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 office furnishing and the supply of office furniture. The profile should provide evidence that the bidder has the capacity to manage a project of this nature and size. The bidder must include company structure (organigram) and reflecting directors, managers and employees.

### **5.4 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. how many floors in the building) and nature (e.g. number of offices, open plan/ separate offices) of the buildings furnished and the type of offices, meeting rooms and other areas included in 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.

### **5.5 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 product ranges, 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.

## 6. 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.

The minimum threshold for the evaluation of the proposed concept and implementation programme is **80%** and bids scoring less than 80% are marked as failed and are not considered for the awarding stage.

### 6.1 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
<b>Bidders must score “GO” on both of the above to be considered for the next stage of evaluation.</b>		

### 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
		5	10	15	20	
1	<b>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.</b>	Portfolio indicates NO experience in area of furniture and has NO reference to NRF requirements	Portfolio indicates LIMITED experience in area of furniture and has and has LITTLE reference to NRF requirements	Portfolio indicates SIMILAR experience in area of furniture and has ADEQUATE reference to NRF requirements	Portfolio indicates EXCELLENT experience in area of furniture and has EXCELLENT reference to the NRF requirements	
2	<b>Consider the company profile provided by the bidder, indicating their experience in the supply of office furniture.</b>	5	10	15	20	
		Bidder has less than 2 years' experience in the supply of office furniture	Bidder has 2 to 4 years' experience in the supply of office furniture	Bidder has 4 to 6 years' experience in the supply of office furniture	Bidder has more than 6 years' experience in the supply of office furniture	

3	Consider the information provided on the summary of the professional experience account executives, space planners and project manager	1	4	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	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						
<b>Bidders must score an overall minimum of 70 or more in order to proceed to the next stage of evaluation.</b>						

### 6.3 Stage 3 – Evaluation of the proposed concept and the implementation programme

As indicated in section 15.9 of this bid invitation, the NRF may call on qualifying bidders to present their concept document and implementation plan. Based on the proposed concept document and the implementation plan presented by the bidder, the bid proposal is scored as follows:

Evaluation criteria	Appeal of the proposed concept	Effectiveness of the proposed use of space	Product ranges available	Suitability and appropriateness of proposed concept to the NRF campus and building	Adequacy of consultative processes included in proposal	Time frames for completion of the project	Total
Exceeds requirements	20.00	20.00	10.00	20.00	10.00	20.00	
Meets Requirements	15.00	15.00	7.00	15.00	7.00	15.00	
Not acceptable	7.00	7.00	3.00	7.00	3.00	7.00	
SCORE							
<b>Bidders must score an overall minimum of 80 or more in order to proceed to the awarding stage of evaluation.</b>							

## **7. 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 supplier. 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.

### **7.1. 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 supplier 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 supplier.
- The designated NRF official signs the supplier invoice which is submitted directly to the NRF Finance department for payment to the supplier.

### **7.2. Stakeholder Relations**

The Supplier maintains excellent relations with all internal and external stakeholders for the benefit of NRF and arrange a roll-out induction meeting to NRF officials directly responsible for the project. During meetings, the supply, delivery and installation timelines, procedures and processes of the project; arrangements are clearly communicated so that there is a clear understanding of operations from both the NRF and the Supplier to ensure smooth and efficient furnishing of the building.

### **7.3. Performance Evaluation and Review**

- a) The Supplier meets weekly with the NRF to discuss issues of mutual concern; to review Supplier performance; and to discuss improvements which the Supplier or the NRF should make in order to achieve more effective project management and greater savings.
- b) The Supplier must follow up to ensure that written instructions, including purchase orders are received once the final specifications for each section and department are agreed.
- c) The Supplier make the NRF aware immediately of major industry changes which have a broad impact on the project.
- d) The Supplier must establish and operate monitoring processes to allow regular and continual review of the quality of 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

Supplier of shortcomings in service quality, in writing.

- f) The NRF terminates the contract at any time in the event of the Supplier 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 furniture**

On request by the NRF, the supplier may be required to supply or install additional furniture in the old or new building. The type, unit costs and quantities of these furniture cannot be predetermined and as a result the NRF reserves the right to pay the supplier only an amount equal to market related prices plus mark-up should suppliers' prices be excessive.

### **8. WARRANTIES, EXTENDED WARRANTIES AND DOWN-STREAM SUPPLIES**

- a) The supplier 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 products (or any portion of these products) 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 supplier in writing of any claims arising from this warranty and on receipt of this notice the supplier will respond within 7 days, and advise the NRF of the repair or replacement of the defective product or portion of the product, without cost to the NRF.
- d) The NRF will proceed with any remedial action as may be necessary if the supplier fails to remedy the defects within 30 days of the notice, at the risk and expense of the supplier.
- e) The supplier warrants that additional supply furniture and accessories 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 office furniture 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 contract project management company can only process approved transactions, excluding their own fees invoices, against the invoice.

The Supplier provides a separate invoice which is paid by the NRF into the bank account of the Supplier, 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 AN OFFICE FURNITURE SUPPLIER TO CONSULT, ADVISE, DESIGN, SUPPLY AND INSTALL OFFICE FURNITURE IN THE NEW NRF OFFICE WING EXTENSION

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder.....	Bid number: NRF/RISA B&M/7/ 2016
Closing Time 11:00	Closing date: 19 February 2016

**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	QTY	UNIT PRICE R0.00	TOTAL (VAT INCLUDED) R0.00
<b>Executive Offices – executive furniture range</b>	<b>10</b>		
Executive Office desk	1		
Credenza / extension	1		
Wall units – comprising 3 sections	1		
Filing cabinets	1		
High back chairs	1		
Visitors chairs	2		
Coffee table and single seat couches	1		
Small conference table – four seats	1		
Medium conference table – six seats	1		
Chairs for conference table	6		
Dustbin	1		
In and out tray's	1		
Pin Board	1		
White Board	1		
Hat and Coat Stand	1		
Blinds	1		
<b>Sub-Total for 10 Executive Offices</b>			
<b>Executive Assistant's office</b>	<b>10</b>		
Office desk	1		
Credenza / extension	1		
4 drawer filing cabinets	1		
Cupboard – hinge door	1		

High back chair	1		
Visitors chairs	2		
Coffee table with 2 single seat couches	1		
Dustbin	1		
In and out tray's	1		
Pin Boards	1		
Blinds	1		
<b>Sub-Total for 10 x Executive Assistants' offices</b>			
<b>Manager's Office</b>	<b>15</b>		
Office desk	1		
Credenza / extension	1		
4 drawer Filing cabinets	1		
High back chairs	1		
Cupboard – hinge door	1		
Visitors chairs	2		
Dustbin	1		
Small conference table – four seats	1		
In and out tray's	1		
Chairs for conference table	4		
White Board	1		
Pin Board	1		
Blinds	1		
<b>Sub-Total for 15 x Managers' offices</b>			
<b>Other Employee work stations</b>	<b>43</b>		
Office desk	1		
Credenza / extension	1		
Cupboard – hinge door	1		
High back chairs	1		
Visitors chairs	2		
Dustbin	1		
In and out tray's	1		
White Board	1		
Curved desk-based aluminium screen	1		
Curved floor standing aluminium partition	1		
<b>Sub-Total for 43x Employee work stations</b>			
<b>Stationery Store Room</b>	<b>1</b>		
Office desk	2		



Credenza / extension	2		
High back chair	2		
Dustbin	2		
In and out tray's	2		
<b>Sub-Total for Stationery store room</b>			
<b>Meeting rooms</b>	<b>3</b>		
18 seat conference/meeting table	1		
Midback Chairs	18		
Watercooler	1		
Blinds	1		
<b>Sub-Total for 3x meeting rooms</b>			
<b>Guard House</b>	<b>1</b>		
Office desk	1		
High back chair	2		
Credenza	1		
Dustbin	1		
<b>Sub-Total for 1x Guard house</b>			
<b>Board Room</b>	<b>1</b>		
30 seat Board room table	1		
High back Chairs	30		
Curtains/ Blinds	1		
<b>Sub-Total</b>			
<b>Board Room Dining Area</b>	<b>1</b>		
Dining Tables	8		
Chairs	32		
Watercooler	1		
<b>Sub-Total</b>			
<b>Tea/ waiting areas</b>	<b>3</b>		
Couches Leather base – two seats	1		
Couches Leather base – one seat	1		
Coffee Table	1		
Carpet/Rug	1		
Book/newspaper stand	1		
Dustbin	1		
Watercooler	1		
<b>Sub-Total for 3x tea/waiting areas</b>			
<b>CEO Visitors' area</b>	<b>1</b>		
Couches Leather base – 2 seats	2		

Coffee table	1		
Carpet/Rug	1		
Book/newspaper stand	1		
<b>Sub-Total for 1x CEO Visitors' area</b>			
<b>Link meeting room area</b>	<b>1</b>		
Couches Leather base – two seats	1		
Couches Leather base – one seat	1		
Coffee Table	1		
Medium conference table – six seats	1		
Chairs for conference table	6		
Blinds	1		
Watercooler	1		
<b>Sub-Total for link meeting room area</b>			
<b>Reception Waiting Area</b>			
Couches Leather base – two seats	2		
Couches Leather base – one seat	1		
Coffee Table	2		
Carpet/Rug	1		
Book stand	1		
Watercooler	1		
<b>Sub-Total Reception Waiting Area</b>			
<b>Consultation fees – rates per hour</b>	60 hrs		
<b>Installation fees – rates per hour</b>	60 hrs		
<b>Sub-Total fees for consultation &amp; installation</b>			
<b>TOTAL BID PRICE (Inclusive of all applicable taxes)</b>			<b>R</b>
<b>Conditions applicable to the bidder's pricing:</b>			
<ul style="list-style-type: none"> <li>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.</li> <li>The bid price includes consultation, delivery and installation of all goods and services at the NRF address i.e.:  <b>OPPOSITE CSIR SOUTH GATE ENTRANCE  MEIRING NAUDE ROAD  BRUMMERIA, PRETORIA EAST</b> </li> </ul>			
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b> (Per SBD 6.1 below)	Level	Preference Points Claimed	
Are detailed price schedules attached?		Yes	No
Does the offer comply with the specification(s)?		Yes	No

## 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 Supplier 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 or affidavit	1	2	3	4	5	6	7	8	Non complaint
Number of points per system	10	9	8	5	4	3	2	1	0

### 12.1 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 Supplier 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 Supplier from the bidding process;
  - b) Recover costs, losses or damages it has incurred or suffered as a result of that Supplier'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 Supplier or Supplier, 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.

## 12.2 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-contractor?		
(iii) The B-BBEE status level of the sub-contractor?		
(iv) Whether the sub-contractor is an EME?	Yes	No

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

- i. A Supplier will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Supplier 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 Supplier qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- ii. A Supplier 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 Supplier 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](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 supplier or its subSuppliers) 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 Supplier’s assigning, leasing, making out work to, or employing another person to support such primary Supplier 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
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.:** NRF/RISA B&M/7/ 2016

**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](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:** \_\_\_\_\_



**ANNEXURE C**

**LOCAL CONTENT DECLARATION – SUMMARY SCHEDULE**

Tender number							
Tender Description							
Designated Products							
Tender Authority							
Tendering Entity Name							
Tender Exchange rates	Pula		US\$		Euro		GBP
Specified Local Content %							

Tender Item	List of Items	Tender Price	Tender value net of exempted imported content	Imported value	Local Value	Local content per item

Tender Quantity	Total Tender Value	Total exempted Imported content	Total Imported Content
Total Tender Value			
Total Exempt Imported content			
Total Tender Value net of exempt imported content			
		Total Imported content	
		Total Local Content	
		<b>Average Local content % of tender</b>	

Signature of Tenderer from Annexure B

Date: \_\_\_\_\_

## **14. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)**

As per paragraph 12.2, the bidder must indicate the portion of contract which will be sub-contracted.

## **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 Supplier in the process of responding to this Procurement Invitation, including on-site presentations and the proposal a supplier 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 Supplier/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the Supplier concerned.

### **15.7 CONFIDENTIALITY**

The successful Supplier 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 Suppliers 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 suppliers 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 Suppliers 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 supplier, 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 supplier 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 supplier 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 supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 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 Supplier, and includes collusive practice among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Supplier 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 supplier 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 supplier or his subSuppliers) 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 supplier 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](http://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 supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 15.16.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 15.16.1 except for purposes of performing the contract.
- 15.16.3 Any document, other than the contract itself mentioned in GCC clause 15.16.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 15.16.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser,

if so required by the purchaser.

### **15.17 Patent rights**

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

### **15.18 Performance security**

15.18.1 Within thirty (30) days of receipt of the notification of contract award, the successful Supplier 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 supplier'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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the special condition of contract. Special Condition of Contract: No performance security.

### **15.19 Inspections, tests and analyses**

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

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 Supplier or Supplier 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 supplier.

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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

#### **15.20 Packing**

15.20.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

15.23.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **15.24 Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15.25 Warranty**

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

15.25.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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



15.25.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in THIS PROCUREMENT INVITATION, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **15.26 Payment**

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

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

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 supplier.

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 supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in THIS PROCUREMENT INVITATION or in the purchaser's request for a bid validity extension, as the case may be.

## **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 supplier 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 supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **15.31 Delays in the supplier's performance**

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

- 15.31.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 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 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 15.31.5 Except as provided under GCC clause 15.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 15.32, unless an extension of time is agreed upon pursuant to GCC Clause 15.31.2 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **15.32 Penalties**

- 15.32.1 Subject to GCC Clause 15.35, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 15.33.

## **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 supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 15.31.2;

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

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

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

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

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

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 Supplier to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Supplier 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 15.32 and 15.33, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

15.35.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **15.36 Termination for insolvency**

15.36.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### **15.37 Settlement of disputes**

15.37.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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 supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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 supplier any monies due the supplier.

### **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 15.17;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **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 supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

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

## 16. DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Supplier or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Supplier 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 Supplier or his/her representative	
• Identity Number:	
• Position occupied in the Company (director, trustee, shareholder <sup>2</sup> , member):	
• Registration number of company, enterprise, close corporation, partnership agreement or trust:	
• Tax Reference Number:	
• VAT Registration Number:	
• The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
• <b>Schedule attached with the above details for all directors/members/shareholders</b>	Yes No
• Are you or any person connected with the Supplier 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 Supplier is employed		
Position occupied in the state institution		
Any other particulars:		
<ul style="list-style-type: none"> <li>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.)</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Do you, or any person connected with the Supplier, 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.</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Are you, or any person connected with the Supplier, aware of any relationship (family, friend, other) between any other Supplier 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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No



**17. DECLARATION OF SUPPLIER'S PAST SCM PRACTICES (SBD 8)**

<ul style="list-style-type: none"> <li>Is the Supplier or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Is the Supplier 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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Was the Supplier 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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Was any contract between the Supplier 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:</li> </ul>	Yes	No
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</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"> <li>I have read and I understand the contents of this Certificate;</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>I am authorised by the Supplier to sign this Certificate, and to submit the Bid, on behalf of the Supplier;</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Each person whose signature appears on the Bid has been authorised by the Supplier to determine the terms of, and to sign, the Bid on behalf of the Supplier;</li> </ul>	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 Supplier, whether or not affiliated with the Supplier, who:</p> <p>a) Has been requested to submit a Bid in response to this Bid invitation;</p>		

- 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 Supplier and/or is in the same line of business as the Supplier

The Supplier has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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 Supplier, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

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

## 19. BID SUBMISSION CERTIFICATE FORM - (SBD 1)

I hereby undertake to supply all or any of the goods, works and services described in this procurement invitation to 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
Supplier's responses to technical specifications, capability requirements and capacity as attached to this document	Declaration Certificate For Local Production and Content for Designated Sectors (SBD 6.2)
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 Supplier's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)	Special and 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 Supplier 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/ COMPANY	
DATE	

<b>WITNESSES</b>
1 _____
<b>2</b> _____
Date _____



**Reference: SCM – NRF/RISA B&M/7/2016**

The National Research Foundation seeks to appoint a supplier to consult, advise, design, supply and install office furniture. We appreciate your assistance and effort in completing the reference below, based on your experience with:

**Name of supplier:** \_\_\_\_\_.

Criteria	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements & Adds value							
Product ranges											
Product durability and quality											
Promptness of delivery & installation											
After sales support & maintenance											
Professionalism, customer centricity & Interpersonal skills of staff											
Satisfaction with the work done											
Satisfaction during critical high volume periods											
Overall Impression (i.e. would use again)											
No. of times service used in past year		Would you use the supplier again?			YES	NO					
What type of service has the named supplier provided to you?	Overall Impression: (i.e. would use again)  Range: 1 = not recommended to 8 = highly recommended			1	2	3	4	5	6	7	8

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