



# National Research Foundation

## INVITATION TO BID (SBD 1)

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

BID NUMB ER:	NRF/SAEON/COMMS/2016	CLOSING DATE:	24 February 2016	CLOSIN G TIME	11:00
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### BID DESCRIPTION

Outsourcing the compilation, editing, design, production and distribution of SAEON's electronic newsletter issued every second month.

Preferential Procurement System Applicable (points for price: points for procurement preference): 90 :10

### BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX SITUATED AT:

EITHER PHYSICALLY OR BY COURIER		
SAEON office, Reception Desk		
Persequor Technopark,		
41 De Havilland Crescent		
The Woods, Block C, Ground Floor		
Brummeria, Pretoria		
RSA		

Bidders should deliver bids to the correct address before the closing date and time. Late bids will not be considered

The bid box is open from 08h00 to 16h30 South African time, 5 days a week (Monday to Friday).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS IN THIS INVITATION (NOT TO BE RE-TYPED) WITH ADDITIONAL INFORMATION ON ATTACHED SUPPORTING SCHEDULES

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS - 2011, THE GENERAL CONDITIONS OF CONTRACT (NRF WEBSITE [www.nrf.ac.za](http://www.nrf.ac.za)) AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION..

**THE FOLLOWING PARTICULARS MUST BE FURNISHED AS LEAD PAGE OF THE BID RESPONSE**

<b>BID NUMBER:</b>	<b>NRF/SAEON/COMMS/2016</b>	<b>CLOSING DATE:</b>	<b>24 February 2016</b>	<b>CLOSING TIME</b>	<b>11:00</b>
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**NAME OF BIDDER**

**REPRESENTED BY**

**POSTAL ADDRESS**

**PHYSICAL ADDRESS**

<b>TELEPHONE NUMBER</b>	<b>CODE</b>	<b>NUMBER</b>
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<b>CELL PHONE NUMBER</b>	<b>CODE</b>	<b>NUMBER</b>
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<b>FACSIMILE NUMBER</b>	<b>CODE</b>	<b>NUMBER</b>
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**E-MAIL ADDRESS**

**VAT REGISTRATION NUMBER**

**HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?** YES or NO

**HAS A PREFERENCE CLAIM FORM BEEN SUBMITTED FOR YOUR PREFERENCE POINTS? (SBD 6.1)** YES or NO

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST SUPPORT PREFERENCE POINTS CLAIMED)**

**IF YES, WHO WAS THE B-BBEE CERTIFICATE ISSUED BY**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

[Tick Applicable Box]

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?** YES or NO

**IF YES ENCLOSE PROOF**

SIGNATURE OF BIDDER \_\_\_\_\_

NAME of BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE DIRECTED TO:**

**Contact Person  
(Processes):**

**Cindy Hlanze**

**Tel: 012 349 7720**

**Email: [Cindy@saeon.ac.za](mailto:Cindy@saeon.ac.za)**

**Contact Person  
(Technical):**

**Theo Jongwana**

**Tel: 012 349 7721**

**Email: [theo@saeon.ac.za](mailto:theo@saeon.ac.za)**

No of originals	1	Number of bid pack copies	4
Pack split into "Technical" and "Awarding" Sections	Yes/No	Two envelope system required	Yes/No
Proposal – Bidder's B-BBEE Transformation Program			Yes/ No

**SUPPLIER ACCREDITATION**

(Provide evidence of being an Accredited Supplier registered in the NRF Supplier Database or Provide documentation to be registered in the NRF Supplier Database)

Completed Supplier Accreditation Pack (available at <a href="http://WWW.NRF.AC.ZA/Procurement/supplier">WWW.NRF.AC.ZA/Procurement/supplier</a> database & registration forms)	Yes/ No
Certified copies of certificate of incorporation (as per entity type)	Yes/ No

## **1. Background to the National Research Foundation and its business units**

The National Research Foundation (“NRF”) is a juristic person established in terms of section 2 of the National Research Foundation Act, Act 23 of 1998. The NRF 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 South African Environmental Observation Network (“SAEON”), a business unit within the NRF, is mandated with Long Term Environmental Observation to detect and understand the impacts of Global Change in South Africa. Six SAEON nodes are strategically situated across geographic regions representing the country’s major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence

## **2. Scope of Work**

SAEON requires a suitable service provider to provide professional services of compiling, editing, designing, production and distribution of SAEON’s electronic newsletter.

The SAEON electronic newsletter is an objective, fact-based and professional medium of communication. Material for inclusion in the newsletter originates from SAEON staff members, the local and international environmental research communities, stakeholders including funding agencies, and other interested parties. It carries reports on research and research-related activities (including reports on research projects, conferences and workshops, reviews of scientific publications, etc.). It also carries reports of education outreach and information management activities and achievements; as well as articles of general interest to SAEON and its stakeholders. Advertisements of non-commercial or non-lobby nature may also be included in the newsletter.

The language used is strictly professional English. The editorial policy clearly states that sensational and activist language is not permitted. The newsletter text is also normally illustrated with pictures and, where appropriate, graphs and tables.

A new issue of the newsletter comes out every second month and thus, six (6) issues have to be produced and distributed in a year. Each issue normally carries between twelve (12) and fifteen (15) articles.

## **3. Context**

Since ten (10) years ago, SAEON has used its regular electronic newsletter as the main medium for communicating with, and engaging its stakeholders on a wider range of issues. The newsletter is distributed electronically to over 5 000 email addresses, and is rated highly both locally and internationally to the extent that International Long Term Ecological Research (ILTER) Network has made it a point to up-load each issue of the newsletter on its website ([www.ilter.net](http://www.ilter.net)). The newsletter has become the main medium through which SAEON communicates with its stakeholders, and is therefore a flagship project of the Communication and Stakeholder Relations Function of SAEON. Needless to say SAEON places high premium on the quality and relevance of the newsletter.

## **4. Specification of Goods/ Works/ Services being Procured**

### **4.1. Summary of deliverables**

The following milestone and/or deliverables are expected from the newsletter

- (a) Framework or outline of each issue of the newsletter, to be presented before compilation of articles commences;
- (b) Draft of the content/articles of each newsletter (for checking compliance with editorial policy);
- (c) Penultimate iteration of each issue of a newsletter (for signing off);
- (d) Final product for distribution;
- (e) Distribution to all email addresses on the database;
- (f) Up-to-date distribution list/database;
- (g) Report on feedback for each issue;
- (h) Up-loading issues of the newsletter on the archive on SAEON website; and
- (i) Media liaison with respect to the newsletter

### **4.2. Specification for the services required**

- (a) Sourcing material from SAEON staff, local and international environmental research fraternity, stakeholders and other interested parties;
- (b) Compiling articles using the material sourced as per point (a) above;
- (c) Illustrating articles with diagrams/graphs, tables and pictures and preparing the relevant captions;
- (d) Editing articles contributed by others;
- (e) Designing the newsletter;
- (f) Laying –out and formatting the newsletter to the highest quality standards;
- (g) Distributing the electronic newsletter, and doing some ‘spot checks’ to determine whether indeed the newsletter reaches the intended recipients;
- (h) Up-loading a copy of the newsletter on the SAEON website;
- (i) Continuously up-date the distribution list;
- (j) Monitoring non-delivery of newsletter to some address; and
- (k) Obtaining feedback from sample of newsletter readers

### **4.3. Specification for goods required**

- (a) Bi-monthly electronic newsletter
- (b) Each newsletter containing twelve (12) to fifteen (15) articles
- (c) Each article illustrated with pictures, table, graphs and other forms of illustration
- (d) Newsletter written in professional English language
- (e) Newsletter professionally designed and laid-out

### **4.4. Performance levels required**

It is expected that the appointed service provider will perform the duties at the highest professional and ethical standards in line with the Public Relations and Communication Institute of Southern Africa’s (PRISA’s) codes of ethics and professional standards that are available at [www.prisa.co.za](http://www.prisa.co.za).

#### **4.5. Service Levels**

It is expected that the service provider will handle all media relations emanating from, or related to articles published in the newsletter. The service provider will, when required, provide SAEON with originals copies of pictures and other illustrations used in the newsletter for other communication and stakeholder relations of SAEON.

#### **4.6. Timing**

The project will run from 1 March 2016 to 31 March 2019. During this period the service provider will compile, produce and distribute bi-monthly issues of the newsletter.

#### **4.7. Delivery/ Logistics**

Each issue of the electronic newsletter should be finalized and get distributed to all stakeholders on the database not later than the last day of the scheduled month. Distribution is via email, with an electronic copy also being up-loaded on SAEON website.

#### **4.8. Quality Requirements**

- (a) All articles, illustrations and adverts should be approved by the National Office Manager or Managing Director of SAEON before being carried in the final newsletter.
- (b) The articles should be free of grammatical and spelling errors
- (c) Names of individuals should be correctly spelt. Similarly, titles of individuals should be well stated

#### **4.9. Applicable Standards (South African National Standards)**

The public Relations and Communication Institute of Southern Africa's (PRISA's) codes of ethics and professional standards are applicable to this project and will have to be observed by the service provider.

### **5. Evidence of Supply Capacity (Technical Merit)**

Bidders are required to provide a profile of themselves for evaluation of their capacity to perform the work which details the resources available.

### **6. Evidence of Supplier Capability (Technical Merit)**

Bidders are required to provide references and other evidence demonstrating their experience in delivering the work required and the quality of such previous work on the **Annexure A** form provided.

### **7. Performance Level Management**

The service provider performance is measured against the levels specified in the Specification section of this document.

### **8. General Conditions of Contract**

General Conditions of Contract, as issued by the National Treasury, are part of this contractual agreement and are made available on the NRF Website ([www.nrf.ac.za](http://www.nrf.ac.za) – procurement – invitations)

## **9. Contract Manager- NRF/SAEON**

The appointed service provider reports to the SAEON National Office Manager. Meetings, where needed, will be scheduled between both parties.

## **10. Safety and Health Administration**

The contract supplier is solely responsible for the safety and well-being of its employees when working at the NRF's Business Unit.

## **11. Contract Period**

The contract is from 1 March 2016 to 31 March 2019.

## **12. Product /Service Delivery Validation**

Invoices are submitted to NRF/SAEON National Office Manager who validates that delivery of goods / works/ services has made and at the required quality and on time. No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider are validated for payment.

## **13. Payment Intervals**

The NRF/SAEON undertakes to pay validated invoices in full within thirty (30) days from the monthly statement date. The NRF/SAEON does not accept predated invoices.

## **14. Selection and Awarding of Bid**

### **14.1. Stage 1 – Selection of Qualified Bidders**

- Bidders bid response / submission is evaluated against the technical specifications ([See Section 15](#)) as well as the bidder's capacity ([See Section 5&6](#)).
- Bidders should provide proof of capacity and capability supported by written references from previous and current clients indicating the type of work done and service excellence in line with the bid requirements.
- Evaluation is made in accordance to published evaluation criteria and the scoring set for each criterion.
- Bidders who qualify on the functional requirements will be considered for further evaluation on Price and BEE.

### **14.2. Stage 2 – Awarding of the Bid**

- Bidders are compared on a fair and equal basis taking into account all aspects of the proposals
- The award criteria are:
  - **Price** – As set out in the Preference Regulations of 2011, pricing must detail the charges for work to be done and as specified. The basis on which and by when price increases will become effective over the 3-year contract period must be detailed for comparative purposes.
  - **Preference** – preference points as claimed in the preference claim form are added to the price ranking scores and the highest combined score is nominated for the bid award
  - **Administration** - Bids are awarded where bidders have supplied the relevant administrative documentation, including a valid Original Tax Certificate and certified copy of BEE certificate or sworn affidavit for QME.

## **15. Functional specifications and evaluation matrix**

Bidders will be evaluated according to the evaluation criteria stated below. Bidders who score below 60% will be disqualified from further evaluation on Price and BEE:

No.	Specification	Score	Weight
1	Track record of producing electronic newsletter for science communication 1= 3 years; 3 = 4 years; 5 = over 4 years		30
2	Quality of sample newsletters provided 1 = Average; 3 = Satisfactory; 5 = Award winning		30
3	Availability of requisite resources (human Resources – CVs attached, ICT and other relevant resources) 1 = 2 years of experience and ICT systems; 3 = 3 years of experience and ICT systems; 5 = over 3 years of experience and ICT systems (Indicate ICT Systems used)		20
4	Written reference from previous and current clients for science communications for work done over three years 1 = 1 Client; 3 = 2 Clients; 5 = more than 2 clients		20
	Total		100
	Minimum Qualification Threshold	60%	

## 16. Special Conditions applying to this contract

### a. COMPLIANCE WITH FULL SCOPE OF BID INVITATION

Only bidders who can comply with the full scope of work and specification as set out in this document will be considered.

### b. VALIDATION OF SUBMITTED DOCUMENTATION

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

### c. LIABILITY FOR BID RESPONSE PREPARATION

The liability for bid response preparation lies solely with the bidder. The NRF is not to be held liable for any costs incurred by a service provider in the process of responding to this bid, including on-site presentations and the proposal a service provider may make and/or submit.

NB: Receipt of bid response is not an automatic guarantee of a contract.

### d. CANCELLATION PRIOR TO AWARDING

The NRF reserves the right to withdraw and cancel the bid

### e. LATE BIDS

Bids submitted after closing date and time will not be considered for evaluation and award.

### f. COLLUSION, FRAUD AND CORRUPTION

Any effort by the bidder to influence bid evaluation, bid comparisons or bid award decisions in manner, may result in rejection of the bid concerned

### g. LETTER OF AWARD

Once the delegated bid approver(s) has reached the decision, the successful bidder will be informed through a written letter of acceptance and a contract will be entered into between the NRF and the successful bidder.

### h. CONFIDENTIALITY



If necessary, the successful bidder will be required to sign a confidentiality agreement with the NRF.

i. VALIDITY PERIOD

The bid has a validity period of 150 days from date of closure of the call for bids.

j. PRESENTATION AND PROOF OF CONCEPT

The NRF has the right to call interviews/presentations/pitching sessions as well as proof of concept with short listed service providers before the final selection is done.

k. INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

All the information contained in this document is intended solely for the purposes of assisting bidders to prepare their bid responses. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

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

l. INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF resides with the NRF.

**17. Explanatory Notes to the Declarations in the Standard Bidding Documents (SBD)**

The explanatory notes for the SBD (SBD 6.1- Preference Points Claim Form, SBD 4 – Declaration of Interest, SBD 8 – Past Supply Chain Practices and SBD 9 – Competitive Bidding) declarations in this invitation should be completed in full.

**18. Contract Management (Master Contract and Service Sub-contracts)**

The award of this contract to the selected Service Provider establishes the master contract between the NRF and the appointed Service Providers and applies to all of the NRF's Business Units.

The contract is inclusive of potential downstream purchases where:

The range of products/services required is specified in exact description including unit pricing in the master contract.

The NRF's business unit determines the quantity, date of the required delivery and location of the delivery of the selected products specified in this document. The tendered fleet discount is fixed for each unit of products/services as specified in this document.

The NRF's Business Unit issues an official Purchase Order for the specified quantity and required delivery date at the predetermined unit price set out in the contract to the contracted service provider.

All such purchase orders issued are in terms of this master contract.

**19. SUPPLIER DUE DILIGENCE**

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

19.1.1 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 bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

the bidder is employed by the state; and/or

the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is 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.

19.1.2. **In order to give effect to the above, the following questionnaire must be completed and submitted with this bid.**

19.1.2.1 Full Name of bidder or his or her representative:

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19.1.2.2 Identity Number:

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

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

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19.1.2.5 Tax Reference Number:

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19.1.2.6 VAT Registration Number:

---

19.1.2.6.1 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 paragraph 3 below.

19.1.2.7 Are you or any person connected with the bidder presently employed by the state? **YES/NO**

19.1.2.7.1 If so, furnish the following particulars in an attached schedule:

Name of person/director/trustee/shareholder/member:

Name of state institution at which you or the person connected to the bidder is employed

Position occupied in the state institution:

Any other particulars:

19.1.2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES/NO
19.1.2.7.2.1	If yes, did you attach proof of such authority to the bid document?  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)	YES/NO
19.1.2.7.2.2	If no, furnish reasons for non-submission of such proof as an attached schedule	
19.1.2.8	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?	YES/NO
19.1.2.8.1	If so, furnish particulars as an attached schedule:	
19.1.2.9	Do you, or any person connected with the bidder, 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?	YES/NO
19.1.2.9.1	If so, furnish particulars as an attached schedule.	
19.1.2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO
19.1.2.10.1	If so, furnish particulars as an attached schedule:	
19.1.2.11	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?	YES/NO
19.1.2.11.1	If so, furnish particulars as an attached schedule:	
19.1.3.	<b>Full details of directors/trustees/members/shareholders.</b>	

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/ Payroll (Persal) Number
Schedule attached with the above details for all directors/members/shareholders			YES      NO

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

Item	Question	Yes	No
19.2.1	Is the bidder 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?	Yes	No
	The Database of Restricted Suppliers now 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.		
	If so, furnish particulars as an attached schedule:		
19.2.2	Is the bidder 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)?	Yes	No
	The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.		
	If so, furnish particulars as an attached schedule:		
19.2.3	Was the bidder 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?	Yes	No
	If so, furnish particulars as an attached schedule:		
19.2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars as an attached schedule:		

### 19.3. CERTIFICATE OF INDEPENDENT BID DETERMINATION (STANDARD BIDDING DOCUMENT 9)

I, the undersigned, in submitting this bid in response to the invitation for the bid made by **NATIONAL RESEARCH FOUNDATION** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder 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.

<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.
7. In particular, without limiting the generality of paragraphs 6 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.

8. 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.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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

## 19.4. PREFERENCE POINTS CLAIM FORM (STANDARD BIDDING DOCUMENT 6.1)

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

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

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

### BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete below:

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

B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed must be in accordance with the table reflected above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

### 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

### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm .....

VAT registration number: .....

Company registration number .....

TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick applicable box]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

Total number of years the company/firm has been in business? .....

I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE 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 in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;



- (b) recover costs, losses or damages it has incurred or suffered as a result of that person'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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**20. List of Returnable Documents**

1. The following documents shall be deemed to form and be read and construed as part of this Invitation:

(i) Bidding documents, viz

Invitation to bid (SBD1);	Technical Specification(s);
Bidder's responses to technical specifications, capability requirements and capacity	
Pricing schedule(s) (SBD3);	Original Valid 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);	
Declaration of interest (SBD4);	Declaration of bidder's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)	Special Conditions of Contract; and
General Conditions of Contract	
Original BEE Certificate (or certified copy/sworn affidavit)	

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; 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.

3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

5. 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 state including the NRF may reject the bid or act against me should these declarations prove to be false.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....

## 21. Explanation of Terms

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

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

“**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, written price quotations, advertised competitive bidding processes or proposals;

“**bid price**” price offered by the bidder, including value added tax (VAT);

“**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.

“**Collusion**” means Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).

**Collusive bidding** is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

“**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

“**consortium or joint venture**” 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;

“**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.

“**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

“**Corrupt practice**” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

**"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

**"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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

**"Day"** means calendar day.

**"Delivery"** means delivery in compliance of the conditions of the contract or order.

**"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

**"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.

**"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;

**"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).

**"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.

**"EME"** means any enterprise with an annual total revenue of R5 million or less.

**"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

**"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.

**"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 bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

**"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

**"GCC"** means the General Conditions of Contract.

**"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

**“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

**“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

**“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

**“non-firm prices”** means all prices other than “firm” prices;

**“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

**“person”** includes a juristic person;

**“Project site,”** where applicable, means the place indicated in bidding documents.

**“Purchaser”** means the organization purchasing the goods.

**“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

**“Republic”** means the Republic of South Africa.

**“SCC”** means the Special Conditions of Contract.

**“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.

**“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**“State”** means –

- (i) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (ii) any municipality or municipal entity;
- (iii) Provincial Legislature;
- (iv) National Assembly or the National Council of Provinces; or
- (v) Parliament.

**“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry;

**“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

**“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic

Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

**“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

**“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



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**ANNEXURE A**

Reference Form – NRF/SAEON/COMMS/2016

The National Research Foundation seeks to appoint a suitable service provider to compile, edit, design, produce and distribute of SAEON's electronic newsletter for science communication to its stakeholders. You are hereby requested to complete the testimonial for:

Name of Tenderer: \_\_\_\_\_

Criteria	Needs Improvement	Meets Requirements	Exceeds Requirements	Provides Value Added service	
Ability to source, research useful and relevant content as required					
Ability to produce articles for publication in print and electronic newsletter timeously					
Experience in compiling, writing, editing and translating content on scientific news for science communication or science organisations and scientific publications					
Experience in producing diagrammatic, graphical and table illustrations					
Innovative and high quality standard in layout and formatting newsletter					
Experience in conducting interviews with scientists, attending academic and press conferences					
Experience in producing newsletter without grammatical and spelling errors					
Professionalism and ability to work with local and international scientists and researchers					
Number of times used in the past 3 years		Would you use the service provider again		Yes	No
Overall Impression: Range from 1 – 4 "0 =Not Recommended to 5 =Highly Recommended"	0	1- 2	3-4	5	

Completed By: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Designation \_\_\_\_\_ For Company (Referee): \_\_\_\_\_