



National Research Foundation

INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

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

| | | | | | |
|--------------------|---------------------|----------------------|----------------|---------------------|-------|
| BID NUMBER: | NRF/RISA B&M/2/2016 | CLOSING DATE: | 07 AUGUST 2015 | CLOSING TIME | 11:00 |
|--------------------|---------------------|----------------------|----------------|---------------------|-------|

SHORT DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE REMOVAL AND DISPOSAL OF WASTE FROM THE NATIONAL RESEARCH FOUNDATION PREMISES IN PRETORIA FOR A PERIOD OF THREE (3) YEARS.

Contractors are required to sign the signature page of the SBD1 validating all documents included in the response to this invitation.

Contractors and the NRF must sign the **written contract (SBD7)** either the contract offer and acceptance form or the complex contract form once the delegated authority has approved the award of such contract to a contractor.

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

| | | |
|--|----------------|---|
| Compulsory Briefing Session & Site Visit | Date and Time: | 10h00 on the 28/07/2015 |
| | Location: | National Research Foundation premises in Pretoria |

Validity period from date of closure: 150 days

SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER

NATIONAL RESEARCH FOUNDATION
CSIR SOUTH GATE
MEIRING NAUDE ROAD
BRUMMERIA
PRETORIA
0184

ENVELOPE ADDRESSING:

Bid Number and Name,
Postal Address, Contact Name, Telephone Number
and email address on the envelope

Contractors are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and return to contractors.

Contractors submit their bid response on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules **as set out in the Returnable Document Section.**

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

ANY BIDDING PROCEDURE ENQUIRIES DIRECTED TO:

| | | |
|-----------------|---------------------|-------------------------|
| Contact Person: | Mr. Thozamile Jonas | |
| | Tel: | 012 – 481 4117 |
| | Email: | ezeziel.jonas@nrf.ac.za |

ANY TECHNICAL ENQUIRIES DIRECTED TO:

| | | |
|-----------------|----------------|-----------------|
| Contact Person: | Mr. Petie Roos | |
| | Tel: | 012 – 481 4217 |
| | Email: | petie@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)

| | |
|---|---|
| 1 | Signed and completed Procurement Invitation – page 1 to 32. |
| 2 | A company profile. |
| 3 | A valid Confirmation letter from the Waste Dumping Site in Pretoria. |
| 4 | Schedules indicating the following: 3.1. Previous or current similar completed work executed by bidder/ tenderer, 3.2. Availability of human resources (individuals) for execution of the project, 3.3. Waste Removal Trucks (Vehicles) and Equipment available for execution of the project. |
| 5 | Three (3) written contactable references from previous and present customers/ clients. |
| 5 | Detailed Pricing schedule in the SBD3 Format. |
| 6 | SBD6.1 (Preference Claim Form) Signed with the supporting B-BBEE Certificate. |
| 7 | 7.2. Confirmation letter from Waste Dumping Site in Pretoria. |
| 8 | Registration Proof of legal identity per entity (Certificate of Incorporation) |
| 9 | Bank details |

Failure to submit all the above documents will lead to automatic disqualification from the evaluation process.

RESPONDENT CONTRACTOR DETAILS

| | | | |
|--|--------------------------|--|--------------------------|
| RESPONDENT CONTRACTOR DETAILS | | | |
| NAME OF CONTRACTOR: | | | |
| REPRESENTED BY: | | | |
| POSTAL ADDRESS: | | | |
| PHYSICAL ADDRESS: | | | |
| TELEPHONE NUMBER | | CELL NUMBER | |
| EMAIL ADDRESS | | FAX NUMBER | |
| VAT REGISTRATION NUMBER | | | |
| COMPANY REGISTRATION NUMBER | | | |
| DESCRIBE PRINCIPAL BUSINESS ACTIVITIES: | | | |
| TYPE OF COMPANY/FIRM [Tick applicable box] | | | |
| Partnership/Joint Venture/Consortium | <input type="checkbox"/> | One person business/sole proprietor | <input type="checkbox"/> |
| Close Corporation | <input type="checkbox"/> | Public Company (Limited) | <input type="checkbox"/> |
| Private Company (Pty) Limited | <input type="checkbox"/> | Other | <input type="checkbox"/> |
| COMPANY CLASSIFICATION [Tick applicable box] | | | |
| Manufacturer | <input type="checkbox"/> | Supplier | <input type="checkbox"/> |
| Professional Services | <input type="checkbox"/> | Other service providers e.g. transporter, etc. | <input type="checkbox"/> |
| 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) | | | <input type="checkbox"/> |
| A verification agency accredited by the South African Accreditation System (SANAS) | | | <input type="checkbox"/> |
| A registered auditor | | | <input type="checkbox"/> |
| Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof? | | | Yes |
| | | | No |

1. Full Supply Description

The NRF-seeks to appoint a service provider/ contractor who will be responsible for the removal and also disposal of NRF's waste material from its premises situated in Brummeria, Pretoria.

2. 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.

3. Context in which the required procurement is needed/utilised

The NRF-RISA building's waste disposal (rubbish/waste area) must be serviced and kept in hygienic and healthy condition on a daily basis. Waste collection and disposal is one the most significant activities undertaken to promote a green environment, mitigating hazards and protecting, restoring, enhancing and conserving the environment.

4. Selection and Awarding of Contract

This Procurement is evaluated through a two-stage process.

4.1. Stage 1 – Selection of Qualified Contractors (from compliant and technically qualified bids received)

Procurement responses/submissions are evaluated against the Procurement Invitation specifications in accordance to evaluation criteria and the scoring set published in this Procurement Invitation. Respondents are required to read specifications in conjunction with the corresponding evaluation selection criteria.

4.2. Stage 2 – Awarding of the Contract

The qualifying response(s) / submission(s) are evaluated on a fair and equal comparison basis taking into account all aspects of the proposals. The contract award criteria are:

Price - with the lowest priced Bid on an equal and fair comparison basis receiving the highest price score as set out in the Preferential Procurement Policy 2011 Regulations.

Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores and the highest combined score is nominated for the contract award.

Administration - Contracts awarded where Contractors have supplied the relevant administrative

documentation, especially the Tax Certificate.

Objective Reasons - Contracts are awarded in terms of PPPFA section 2(f).

5. Specification

Please attach your detailed response as a separate schedule to this procurement invitation.

5.1. Supplies specification (Descriptive and functional)

5.1.1 Ownership

5.1.1.1 Residual Waste

The contractor shall retain ownership of residual waste transported to the Dumping Site and pay all disposal or processing charges.

5.1.2 Waste Consolidation

The Contractor will be responsible for the establishment and operation of any additional facilities that may be required, either within or outside the NRF area, for the receipt, handling, consolidation and loading of wastes to provide the services under this contract.

5.1.3 Dumping Site

All waste transported by the Contractor in the course of performing the services must be delivered to the appropriate Dumping Site.

5.1.4 Quantities and Locations

There are thirteen (13) waste bins to be collected from waste transfer stations (locations) within the NRF's premises on Tuesdays and Fridays except on public holidays.

5.2. Services specification (Descriptive and functional)

This Specification applies to the following services:

- (a) Transport of Waste from NRF's owned and operated waste stations,
- (b) Pick up of waste from waste stations, and management (empty and clean waste bins) prior to transport.
- (c) Receipt, handling, storage and loading of all collected waste prior to transport.
- (d) Transport of all NRF's waste to a Dumping Site.
- (e) Provision of all waste removal vehicles and equipment required to perform the services.
- (f) Cleaning of thirteen (13) waste bins on Tuesdays and Fridays after pick-up,
- (g) All rubbish bins in the waste/rubbish enclosure must be emptied and waste removed off-site on Tuesdays and Fridays between 08h00 and 16h00,
- (h) The rubbish/waste area and surrounding areas must be left clean, i.e. no loose papers, plastic bags or other waste may be dropped and left lying around during the loading process.

The Contractor must ensure that services provided under this Contract address the requirements of the Specification, including any options, conditions or alternatives proposed for consideration by NRF and the contractor.

All services provided under this contract are to comply with relevant South African Standards except where this specification requires otherwise in which case this specification takes precedence.

5.3. Waste Collection Records

The waste collection register must be signed-off by the NRF representative, i.e. Building and Maintenance office after pick-up. Waste removal vehicles must be in good condition and fully roadworthy at all times.

5.4. Health and Safety specification

All the employees must use protective clothing when entering the NRF premises which should include but not limited to the following:

- (a) Safety shoes
- (b) Overall and Dust Masks
- (c) Gloves and safety glasses/goggles

5.5. Dispute resolution

In instances of disputes between the NRF and the service provider, the two parties will have 36 hours to formalise, investigate, resolve, agree on an action plan and undertake follow-up monitoring.

5.6. Penalties Clause

If the Contractor fails to comply with the collection dates and conditions of the waste as laid down in the contract, he will be liable to a penalty according to the scale of penalties mentioned below:

- 5.6.1. for each day's or incident non-compliance:
 - 5.6.1.1. Fifty cents (R0.5) per hundred rand of the contract amount from the first to the seventh day, vat inclusive;
 - 5.6.1.2. R1.00 per hundred rand of the contract amount for each subsequent day, up to a maximum of thirty (30) days.
- 5.6.2. for prolonged (more than 30 days) and recurring non-compliance, the NRF have the right to cancel the contract.

The total amount of penalties to be recovered from the Contractor shall automatically be deducted from the contracted amount and an NRF representative shall inform the Contractor of the amount to be deducted. The detailed amount of the penalties shall be notified to the Contractor, who may object within 30 days from the date of receipt of notification. Failing such objection within this period, the Contractor shall be deemed to have accepted the penalties.

6. Due Diligence of Supply Capacity and Capability

6.1. Contractor's profile

Contractor is required to provide a profile of themselves for evaluation of their capacity to deliver the service required providing details with regard to equipment, human & operational resources, and details of contracts/ agreements that they hold as well as experience in waste management.

6.2. Contactable References (Track Record)

The bidder is required to provide three (3) written contactable references from previous and present customers/ clients in which the customer/ client declare the following:

| Criteria | Below Expectations | Meets Expectations | Above Expectations |
|---|--------------------|--------------------|--------------------|
| Professionalism | | | |
| Interpersonal skills | | | |
| Turn around/completion times | | | |
| Satisfaction with the work done | | | |
| Overall Impression (i.e. would use again) | | | |

6.3. Contractor's Human and Operational Resources

The bidder must provide details of their waste removal fleet and employees, indicating number of vehicles, manufacturer, model type, loading capacity of the waste removal trucks and also the number of employees per truck who will be dedicated to this contract.

6.4. Written references from South African Revenue Services

The bidder is required to provide evidence of good standing with their tax office. (Original tax clearance certificate).

6.5. Written references of good supply practices

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

6.6. Written references of good pricing practices

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

6.7. Written references of independence from government in this procurement

The bidder is required to provide written reference of its non-involvement with members of government and

the National Research Foundation through completion of the SBD4 in this procurement invitation.

7. Qualifying Thresholds for Selection (Stage 1) Evaluation

Only procurement responses/submissions that are acceptable in terms of the Returnable Document List will be evaluated.

Bids scoring less than the threshold of **70%** in all the criterion and, where GO/NO GO scoring is applied, scores of “NO GO”, are marked as failed and will not be considered for the next stage of evaluation.

8. Stage 1 – Selection on Specifications and Capabilities and Capacities

8.1. “GO and NO GO” Evaluation Criteria

| SELECTION CRITERIA | | |
|--|--|----------|
| NO. | ELEMENT | SCORE |
| 1 | A company profile providing details with regard to experience in waste management, equipment, human & operational resources and details of contracts/ agreements that they hold. | GO/NO GO |
| 2 | The service provider must submit a Confirmation letter from Waste Dumping Site in Pretoria. | GO/NO GO |
| 3 | Schedule indicating available Waste Removal Trucks (Vehicles) and Equipment for the execution of the project. | GO/NO GO |
| 3 | Schedule indicating the availability of human resources (individuals) for execution of the project. | GO/NO GO |
| 4 | Schedule indicating previous or current similar completed work executed by bidder/ tenderer. | GO/NO GO |
| Bidders must score “GO” on all the above to be considered for the next stage of evaluation. | | |

8.2. 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:

| Scoring Range | 0 | 1 | 2 | 3 | 4 |
|---------------|-----------------------------------|------|---------|--------------------|----------------------|
| Definition | No Information to make assessment | Poor | Average | Meets Requirements | Exceeds Requirements |

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

| NO. | ELEMENT and sub-element where applicable | WEIGHT |
|--|---|--------|
| 1 | Evaluate the capability of the bidder in terms of references provided. (Contactable written references from previous or current clients/ customers of the bidder) | 35.00% |
| 2 | Evaluate the capability of the bidder in terms of experience in delivering on projects of similar nature. <ul style="list-style-type: none"> • Previous or current similar completed work executed by bidder/ tenderer. • The company profile. | 25.00% |
| 3 | Evaluate capability and capacity of the bidder in terms of both human and capital resources available. <ul style="list-style-type: none"> • Availability of human resources (individuals) for execution of the project, • Waste Removal Trucks (Vehicles) and Equipment available for execution of the project. | 40.00% |
| TOTAL | | 100% |
| Bidders must score an overall minimum of 70% or more in order to proceed to the next stage of evaluation. | | |

9. Contract Management

The award of this procurement is only completed once the contract or the contract form (SBD7) has been signed by the NRF and the appointed supply provider.

The contract is inclusive of work, supplies and services and contract conditions as specified in this document. Where the nature and quantity of supplies are not determinable at the commencement of this contract, this is detailed in the specification section. Where supplies delivered quantity is variable as and when required, this is detailed in the specification section.

All supplies required in this procurement contract are supplied in accordance with the following sub-process of:

- Request a detailed quotation/information/up to date information of the supply required,
- Evaluation of the supply quotation/information received against the contract and the as and when required requirements as specified on the request for information,
- Where necessary, request either further detail ,
- Where necessary, negotiate upon value of supply quoted, and
- The issue of an official Works/Supply Instruction Purchase Order for the agreed supply prior to the commencement of the delivery of such required supply.

- The Purchase Order above specifies the exact description including catalogue numbers and unit pricing as in this contract as well as the quantity, date of the required delivery and location of the delivery.

10. Contract Period

The contract commences with immediate effect upon the signing of the Contract either through a full contract or through the Contract Form – SBD7 and will continue for a period of three (3) years until 2018.

11. Delivery Verification

NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.

The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.

12. Supply Performance Management

NRF representative measures the performance of the supplier in terms of the levels set in the procurement invitation. Poor performance is managed with the supplier as per the general clauses section. Penalties are applied for poor performance.

13. PRICING SCHEDULE FOR THE DURATION OF THE CONTRACT

(Standard Bidding Document 3.1 (Fixed Price Contract))

| | | | |
|--|---|---------------------------|---------------------------|
| NOTE | <p>Only firm prices accepted. The price quoted is fully inclusive of all costs and taxes delivered to the NRF premises.</p> <p>No changes, extensions, or additional ad hoc costs are accepted once the contract has been signed unless such change process is included in the contract.</p> <p>Detailed information is optional and provided as annexures to the details provided below.</p> | | |
| Procurement Bid price in South African currency, foreign exchange risk is for the account of the Contractor. | | | |
| Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form | | | |
| OFFER TO BE VALID FOR | | 150 days | FROM CLOSING DATE OF BID. |
| Year | Monthly Instalment | Mnths | TOTAL PRICE |
| 1 st (First) Year | R | x12 | R |
| 2 nd (Second) Year | R | x12 | R |
| 3 rd (Third) Year | R | x12 | R |
| TOTAL BID PRICE FOR THREE YEARS (Inclusive of all taxes) | | | R |
| B-BBEE STATUS LEVEL OF CONTRIBUTION (Per SBD 6.1 below) | Level | Preference Points Claimed | |
| Are detailed price schedules attached? | Yes | No | |
| Does the offer comply with the specification(s)? | Yes | No | |
| If the offer does not comply with specification, indicate deviation(s) in a separate attached schedule. | | | |

14. Contract Price

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

15. Payment

The NRF undertakes to pay performance verified invoices in full within thirty (30) days from receipt of the contractor’s invoice.

No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service provider is paid. The NRF does not accept predated invoices.

16. PREFERENCE POINTS CLAIMED (SBD 6.1)

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

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

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

| | | |
|-------------------------------------|---|--------------------------|
| B-BBEE Status Level of Contribution | = | Number of points claimed |
| | = | |

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

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in Paragraph 1 of this form.
- iii. In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) Disqualify the Contractor from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Contractor's conduct;
 - c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) Restrict the Contractor or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

17. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

| | | |
|--|-----|----|
| Will any portion of the contract be sub-contracted? | Yes | No |
| If Yes, indicate: | | |
| (i) What percentage of the contract will be subcontracted? | % | |
| (ii) The name of the sub-contractor? | | |
| (iii) The B-BBEE status level of the sub-contractor? | | |
| (iv) Whether the sub-contractor is an EME? | Yes | No |

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

- i. A Contractor will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Contractor 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 Contractor qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- ii. A Contractor 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 Contractor concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

18. Conditions of Contract

18.1. 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.

18.2. 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.

18.3. RESPONSE PREPARATION COSTS

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

18.4. CANCELLATION PRIOR TO AWARDING

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

18.5. LATE BIDS RECEIVED

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

18.6. COLLUSION, FRAUD AND CORRUPTION

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

18.7. CONFIDENTIALITY

- The successful Contractor agrees to sign a general confidentiality agreement with the NRF.

18.8. VALIDATION OF SUBMITTED DOCUMENTATION

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

18.9. PRESENTATIONS AND PROOF OF FUNCTIONALITY

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

18.10. INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

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

18.11. 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 Contractor, both successful and unsuccessful, remain the property of the NRF

18.12. 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 reside with the NRF.

18.13. DEFINITIONS

The following terms shall be interpreted as indicated:

- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- "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 anything 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 subsidized 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 recognized 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.
- "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.
- "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 contractor, and includes collusive practice among contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the contractor of the benefits of free and open competition.
- “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.
- “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- “Project site,” where applicable, means the place indicated in bidding documents.
- “Purchaser” means the organization purchasing the goods.
- “Republic” means the Republic of South Africa. 1.23 “THIS PROCUREMENT INVITATION”

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

18.14. Application

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

18.15. General

- 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.
- 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

18.16. Standards

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

18.17. Use of contract documents and information; inspection

- The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- Any document, other than the contract itself mentioned in GCC clause 5.1 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.
- 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.

18.18. Patent rights

- 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.

18.19. Performance security

- Within thirty (30) days of receipt of the notification of contract award, the successful contractor shall furnish to the purchaser the performance security of the amount specified in the THIS PROCUREMENT INVITATION.
- 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.
- 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
- 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 THIS PROCUREMENT INVITATION.

18.20. Inspections, tests and analyses

- All pre-bidding testing will be for the account of the contractor.
- If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the contractor or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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.
- If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 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.
- Where the supplies or services referred to in clauses 8.2 and 8.3 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.
- Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

18.21. Packing

- 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.

- The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in THIS PROCUREMENT INVITATION, and in any subsequent instructions ordered by the purchaser.

18.22. Delivery and documents

- Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in THIS PROCUREMENT INVITATION.
- Documents to be submitted by the supplier are specified in THIS PROCUREMENT INVITATION.

18.23. Insurance

- 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.

18.24. Transportation

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

18.25. Incidental services

- 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.
- 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.

18.26. Spare parts

- As specified in THIS PROCUREMENT INVITATION, 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.

18.27. Warranty

- 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.
- 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 in THIS PROCUREMENT INVITATION.
- The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 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.

- 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.

18.28. Payment

- The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 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.
- Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

18.29. Prices

- 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 id validity extension, as the case may be.

18.30. Contract amendments

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

18.31. Assignment

- 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.

18.32. Subcontracts

- 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.

18.33. Delays in the supplier's performance

- 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.
- If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 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.
- 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.
- Except as provided under GCC Clause 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

18.34. Penalties

- Subject to GCC Clause 25, 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 23.

18.35. Termination for default

- 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 21.2;
 - (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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

18.36. Anti-dumping and countervailing duties and rights

- 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

18.37. Force Majeure

- Notwithstanding the provisions of GCC Clauses 22 and 23, 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.
- 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.

18.38. Termination for insolvency

- 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.

18.39. Settlement of disputes

- 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.
- 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.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.
- 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.

18.40. Limitation of liability

- Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

18.41. Governing language

- 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.

18.42. Applicable law

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

18.43. Notices

- 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
- 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.

18.44. Taxes and duties

- A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- No contract shall be concluded with any contractor whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the contractor. This certificate must be an original issued by the South African Revenue Services.

18.45. National Industrial Participation (NIP) Program

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

18.46. Prohibition of restrictive practices

- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a contractor (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- If a contractor(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- If a contractor(s) or contractor(s), has / have been found guilty by the Competition

Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the contractor(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the contractor(s) or contractor(s) concerned.

19. DECLARATION OF INTEREST (SBD 4)

| | | | |
|---|--|-----|----|
| <p>Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Contractor or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:</p> | | | |
| <ul style="list-style-type: none"> The Contractor is employed by the State; and/or | | | |
| <ul style="list-style-type: none"> The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/ 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. | | | |
| <p>In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:</p> | | | |
| <ul style="list-style-type: none"> Full Name of Contractor or his/her representative | | | |
| <ul style="list-style-type: none"> Identity Number: | | | |
| <ul style="list-style-type: none"> Position occupied in the Company (director, trustee, shareholder², member): | | | |
| <ul style="list-style-type: none"> Registration number of company, enterprise, close corporation, partnership agreement or trust: | | | |
| <ul style="list-style-type: none"> Tax Reference Number: | | | |
| <ul style="list-style-type: none"> VAT Registration Number: | | | |
| <ul style="list-style-type: none"> The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions: | | | |
| | Schedule attached with the above details for all directors/members/shareholders | Yes | No |
| | <ul style="list-style-type: none"> Are you or any person connected with the Contractor presently employed by the state? If so, furnish the following particulars in an attached schedule: | Yes | No |
| | Name of person/ director/ trustee/ shareholder/member: | | |
| | Name of state institution at which you or the person connected to the Contractor is employed | | |
| | Position occupied in the state institution | | |
| | Any other particulars: | | |
| | <ul style="list-style-type: none"> If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.) | Yes | No |
| | <ul style="list-style-type: none"> Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule: | Yes | No |
| | <ul style="list-style-type: none"> Do you, or any person connected with the Contractor, have any relationship (family, friend, | Yes | No |

| | | |
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| 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. | | |
| <ul style="list-style-type: none"> Are you, or any person connected with the Contractor, aware of any relationship (family, friend, other) between any other Contractor and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule: | Yes | No |
| <ul style="list-style-type: none"> Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an attached schedule: | Yes | No |

20. DECLARATION OF CONTRACTOR'S PAST SCM PRACTICES (SBD 8)

| | | |
|--|-----|----|
| <ul style="list-style-type: none"> Is the Contractor or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: | Yes | No |
| <ul style="list-style-type: none"> Is the Contractor or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: | Yes | No |
| <ul style="list-style-type: none"> Was the Contractor or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: | Yes | No |
| <ul style="list-style-type: none"> Was any contract between the Contractor and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: | Yes | No |

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

21. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

| | | |
|--|-----|----|
| I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NATIONAL RESEARCH FOUNDATION, do hereby make the following statements that I certify to be true and complete in every respect: | | |
| <ul style="list-style-type: none"> I have read and I understand the contents of this Certificate; | Yes | No |
| <ul style="list-style-type: none"> I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; | Yes | No |
| <ul style="list-style-type: none"> I am authorised by the Contractor to sign this Certificate, and to submit the Bid, on behalf of the Contractor; | Yes | No |
| <ul style="list-style-type: none"> Each person whose signature appears on the Bid has been authorised by the Contractor to determine the terms of, and to sign, the Bid on behalf of the Contractor; | Yes | No |
| <p>For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Contractor, whether or not affiliated with the Contractor, who:</p> <ol style="list-style-type: none"> Has been requested to submit a Bid in response to this Bid invitation; Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and Provides the same goods and services as the Contractor and/or is in the same line of business as the Contractor | | |
| The Contractor has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium ³ will not be construed as collusive bidding. | | |

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

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

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

22. BID SUBMISSION CERTIFICATE FORM - (SBD 1)

I hereby undertake to supply all or any of the goods, works and services described in this procurement invitation to the **NATIONAL RESEARCH FOUNDATION** in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the **NATIONAL RESEARCH FOUNDATION** during the validity period indicated and calculated from the closing time of Procurement Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

| | | |
|--|---|--|
| Invitation to Bid (SBD1) | Technical Specification(s) set out in this Procurement Invitation inclusive of any annexures attached | |
| Contractor's responses to technical specifications, capability requirements and capacity as attached to this document | | |
| Pricing Schedule(s) (SBD3) including detailed schedules attached | | Tax Clearance Certificate |
| Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBBEE certificate | | |
| Declaration of Interest (SBD4); | | Declaration of Contractor's past SCM practices (SBD8); |
| | | |
| Certificate of Independent Bid Determination (SBD9) | | General Conditions of Contract |
| | | |

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Procurement Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Procurement Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any

mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Procurement Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Contractor or any other person regarding this or any other Bid.

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

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

| | |
|--------------|--|
| NAME (PRINT) | |
| CAPACITY | |
| SIGNATURE | |
| NAME OF FIRM | |
| DATE | |

| | |
|-----------|-------|
| WITNESSES | |
| 1 | _____ |
| 2 | _____ |
| Date | _____ |