



**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	SKA SA HERA 001/2016
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CLOSING DATE AND TIME	5 December 2016 at 11:00am
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BID DESCRIPTION

The supply of 770 rolls of welded mesh over four staged deliveries to the SKA Klerefontein Site near Carnarvon, Northern Cape.

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

Preferential Procurement System Applicable:	90:10
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Validity Period From Date Of Closure:	150 days
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	<p>BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX EITHER PHYSICALLY OR BY COURIER (where this option is specified and only in secured PDF format)</p> <p>Situated At:</p>
	<p>PHYSICAL</p> <p>The SKA SA</p> <p>Third floor reception, The Park</p>

Park Road
Pinelands
Cape Town
7405

ENVELOPE ADDRESSING MUST INDICATE THE FOLLOWING ON THE FRONT :

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

BIDDERS SHOULD TIMEOUSLY DELIVER BIDS TO THE CORRECT ADDRESS. IF THE BID IS LATE AT THE NRF ADDRESS, IT WILL NOT BE CONSIDERED AND RETURNED TO BIDDERS.

THE BID BOX AT RECEPTION IS OPEN FROM 08H00 TO 16H30 SOUTH AFRICAN TIMES, 5 DAYS A WEEK (MONDAY TO FRIDAY).

BIDDERS 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 IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS – 2011.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT FOR NON-CONSTRUCTION AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION.

1. ENQUIRIES ARE DIRECTED TO THE FOLLOWING

TECHNICAL ENQUIRIES The contact person is

KATHRYN ROSIE

TEL: 021 506 7300

TEL: 021 506 7384

EMAIL: krosie@ska.ac.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES The contact person is

RAYYAN ARNOLD

TEL: 021 506 7300

TEL: 021 506 7415

EMAIL: rarnold@ska.ac.za

TABLE OF CONTENTS

1. ENQUIRIES.....	2
2. RETURNABLE DOCUMENTS REQUIRED TO QUALIFY FOR EVALUATION.....	4
3. PARTICULARS TO BE FURNISHED AS LEAD PAGE OF THE BID RESPONSE	5
4. BIDDING PROCEDURE FOR THIS BID.....	7
5. BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION.....	9
6. CONTEXT IN WHICH SERVICES ARE REQUIRED	10
7. CONTRACT PERIOD	10
8. FULL SPECIFICATIONS FOR THE REQUIRED GOODS, SERVICES AND WORKS.....	11
9. CRITERIA FOR EVALUATING RESPONSES AGAINST THE ISSUED SPECIFICATION.....	12
10. SCORING SYSTEM FOR SCORING RESPONSES.....	12
11. OBLIGATIONS OF EACH PARTY	12
12. PRICING DETAIL	13
13. PREFERENCE POINTS CLAIMED (SBD 6.1)	17
14. SUBCONTRACTING (SBD 6.1).....	18
15. DUE DILIGENCE REQUIREMENTS	19
16. PERFORMANCE LEVELS.....	23
GCC - CONDITIONS OF CONTRACT - JULY 2010	23
NATIONAL RESEARCH FOUNDATION ANNEXURES	36
BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT	37

BIDDERS DETAIL PRICE SCHEDULES	38
BID SUBMISSION CERTIFICATE FORM - (SBD 1)	38
CONTRACT SIGNATURE TABLE (SBD7) TO BE ATTACHED	Error! Bookmark not defined.
CONTRACT FORM - PURCHASE OF GOODS/WORKS	Error! Bookmark not defined.
PART 1 (TO BE FILLED IN BY THE BIDDER).....	Error! Bookmark not defined.
PART 2 (TO BE FILLED IN BY THE PURCHASER).....	Error! Bookmark not defined.

2. RETURNABLE DOCUMENTS REQUIRED TO QUALIFY FOR EVALUATION

No of originals for contract signing	1
No of soft copies (CD, DVD, or flash drive);	2
Pack split into "Specification" and "Pricing " Sections	NO
Two envelope system required	NO
<p>In the two envelope system, Bidders submit two sealed envelopes simultaneously, one containing the Technical Proposal to the Specification and the other the Price Proposal, enclosed together in an outer single envelope.</p> <p>The Price Proposals remain sealed and are held in custody by National Research Foundation until the financial awarding stage.</p> <p>The objective of the exercise is to evaluate the Technical Proposals without reference to price.</p> <p>Submissions not requiring the two envelope system may be submitted together in one envelope.</p>	

RETURNABLE DOCUMENTS			
Signed and completed Procurement Invitation (SBD 1)	YES	NO	
Proposal to the specification	YES	NO	
Company Profile which must include type and location of facilities from where the products are sourced or manufactured.	YES	NO	
Proof of Registration on the Government's Central Supplier Database	YES	NO	
B – BEE Certificate (South African Companies) if not uploaded on the Central Supplier Database or Sworn Affidavit for entities with an annual revenue less than R 10 million qualify as an Exempt Micro Enterprise (EME)	YES	NO	

Portfolio of projects or work covering a similar scope and works	YES	NO
Three Contactable and written references for similar services rendered	YES	NO
Evidence of supply capability and capacity	YES	NO
Evidence of formal quality management system (e.g. ISO 9001 certificate), or description and evidence of quality management processes employed.	YES	NO
If a subcontractor is used, the above two information items must be provided for the subcontractor as well.	YES	NO
Pricing including SBD3	YES	NO
Detail price sheets, if applicable	YES	NO

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

Bid Number	SKA SA HERA 001/2016
Closing date and time	5 December 2016 at 11:00am
Name Of Bidder (As stated on the Central Supplier Database registration report)	
Represented By	
Postal Address	
Telephone Number	

	Cell Phone Number
	Facsimile Number
	E-Mail Address
	VAT Registration Number:
	COMPANY REGISTRATION NUMBER
	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:
	TYPE OF COMPANY/FIRM [Tick applicable TYPE]
	Partnership/Joint Venture/Consortium
	Close Corporation
	(Pty) Limited
	One person business/sole proprietor
	Company
	Other (Describe)
	COMPANY CLASSIFICATION [Tick applicable classification and provide short description]
	Manufacturer:

Supplier:	
Professional Service Provider:	
Research and Innovation:	
Construction:	
Logistics:	
Other:	

Tax Clearance Certificate

Has an original and valid tax clearance certificate been submitted?	Y	N
Central supplier database certificate with green tax status	Y	N

PREFERENCE CLAIM

Preference claim form been submitted for your preference points? (SBD 6.1)	Y	N
A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?	Y	N

Who was the B-BBEE certificate issued by [Tick applicable box]

An accounting officer as contemplated in the Close Corporation Act (CCA)	
A verification agency accredited by the South African Accreditation System (SANAS)	
A Registered Auditor	

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

4. BIDDING PROCEDURE FOR THIS BID

This bid is evaluated through a three stage process

Stage 1 – Compliant Bid Proposal

Bidders self-evaluate their proposals against the returnable document list. The National Research Foundation (NRF) assesses bids received against the returnable document list as compliant and does not consider non-compliant bid proposals.

Stage 2 – Evaluation of Bids against Specification and Quality

The NRF evaluates the bidders' responses to the issued specification the published specifications in accordance to published evaluation criteria and the scoring set. All qualifying bidders are shortlisted for the financial awarding stage.

Stage 3 – Financial Awarding Competition

The NRF compares all financial proposals on a fair and equal basis taking into account all aspects of the financial proposals. The NRF ranks the financial proposals as follows:

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; and

Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores.

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied all the relevant administrative documentation and are registered on the Central Supplier Database.

Management of Bid Documentation:

The Bid Evaluation Committee (BEC), after the closing date, checks all bids received to the control register against the Returnable Documents List to determine compliance with evaluation entrance requirements.

The BEC, after the closing date, evaluates all submitted proposals' response to the specification first and forwards those bidders that meet the specification to the financial awarding stage.

The Total Evaluation Points Scored is the sum of all points scored by the individual members of the Bid Evaluation Committee divided by the number of members.

Bid Procedure Conditions:

Response Preparation Costs

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

Cancellation Prior To Awarding

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

Late Bids Received

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

Non-Compliant Bids Received

Bids submitted that do not meet the Returnable Documents List will not be considered.

Collusion, Fraud And Corruption

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

Confidentiality

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

Validation Of Submitted Documentation

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

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.

Information Provided In The Procurement Invitation

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

5. BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION AND ITS BUSINESS UNIT SKA SOUTH AFRICA

The National Research Foundation (“NRF”) is a juristic person established in terms 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 researchers, provision of the National Research Facilities for national research, and science outreach platforms/programs to the broader community. The National Research Foundation provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF’s has a number of business units providing these services. This bid is primarily for the business unit **SKA SOUTH AFRICA** (SKA SA). The SKA SA Losberg site in the Karoo is host to the Square

Kilometre Array, MeerKAT, and KAT-7 radio telescope installations, as well as the HERA experiment.

Additionally, the site hosts a number of guest instruments from other institutions, including the PAPER experiment, which was in operation from 2009 – 2015. This consisted of 128 low frequency dipole antennas housed in ground-based trough reflectors.

SKA SA is currently constructing the low frequency Hydrogen Epoch of Reionization Array (HERA) on the pre-existing PAPER site, which will consist of up to 350 14m dishes, constructed from low-cost building materials. The PAPER and HERA experiments are both project managed out of the University of California at Berkeley, with partner institutions across the United States, the UK, Italy, and South Africa. 19 HERA antennas were constructed in 2015, with a further 18 under construction in 2016. An array of 240 antennas is expected to be in operation by the end of 2018.

The location of HERA on the SKA SA Karoo site is located at (30°43'15"S, 21°25'40"E) (GPS coordinates).

6. CONTEXT IN WHICH SERVICES ARE REQUIRED

The reflector surface of the HERA dishes is made up of panels of welded mesh, with a mesh aperture small enough to reflect the 50 MHz – 250 MHz signals that the dishes are designed to detect. This particular mesh size has been used successfully through the PAPER experiment and prototype HERA phase.

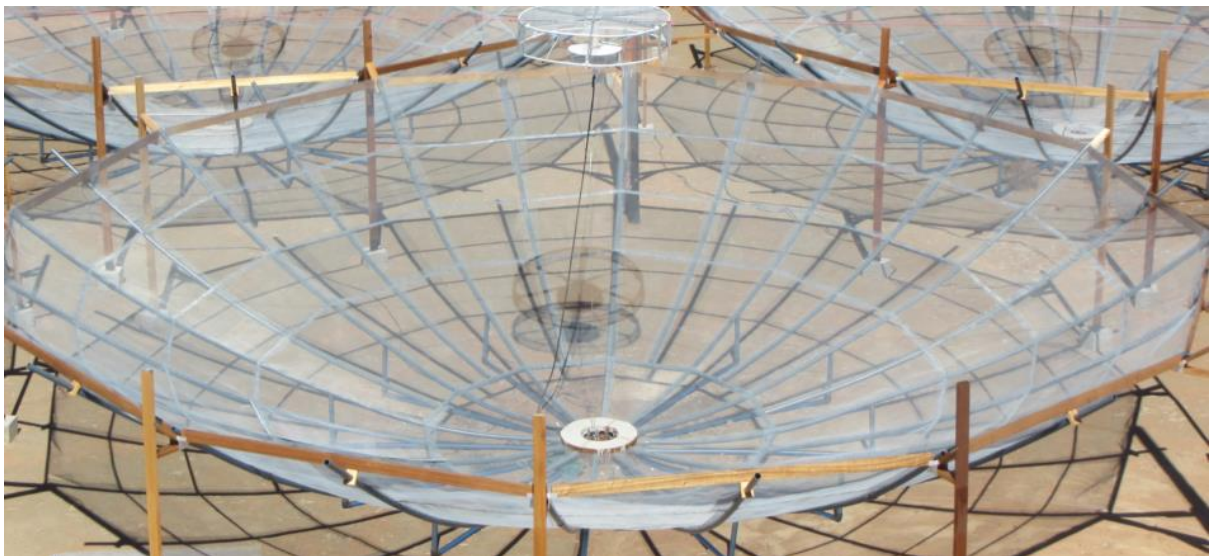


Figure 1: One of the 19 HERA prototype dishes

From 2017, the buildout of the antennas which make up the HERA experiment increases at a rapid rate. To ensure consistency and volume of material supply, this supply tender requests delivery of welded mesh rolls over four nominally equal quantity batches.

7. CONTRACT PERIOD

The contract is for a fixed quantity of items. The contract lapses once the total quantity of mesh required has been delivered.

8. FULL SPECIFICATIONS FOR THE REQUIRED GOODS, SERVICES AND WORKS

SERVICES REQUIRED

The supply and delivery of mesh as per below specification:

8.1. PRODUCT REQUIREMENTS

8.1.1. Mesh Physical Specification

8.1.1.1. Mesh size: 6.4mm x 6.4mm x 0.7mm welded mesh.

8.1.1.2. Mesh treatment: Galvanised after welding

8.1.1.3. Mesh roll dimensions: Standard 1220mm wide x 30m long configuration

8.2. QUANTITY

8.2.1. 770 (seven hundred and seventy) rolls of the mesh specified in 8.1 are required in totality.

8.3. DELIVERY REQUIREMENTS

8.3.1. Batch and Schedule

8.3.1.1. The mesh shall be delivered in four batches of size as specified below, on or before dates as specified below:

	Qty in batch	Delivery date
8.3.1.1.1. First batch	190 rolls +/- 20 rolls	No later than 1 March 2017
8.3.1.1.2. Second batch	190 rolls +/- 20 rolls	No later than 1 April 2017
8.3.1.1.3. Third batch	190 rolls +/- 20 rolls	No later than 1 May 2017
8.3.1.1.4. Fourth batch	200 rolls +/- 20 rolls	No later than 1 June 2017

8.3.2. Location

8.3.2.1. The rolls of mesh shall be delivered to the SKA SA Klerefontein Support Base, located approximately 20km west of the town of Carnarvon in the Northern Cape, and having GPS coordinates 30°58'24"S, 21°59'40"E.

9. CRITERIA FOR EVALUATING RESPONSES AGAINST THE ISSUED SPECIFICATION

No	Selection Element	GO / NO-GO
1.	Evaluate evidence provided of the following:	
1.1	Bidder to supply evidence of a supplier or manufacturer of mesh available to bidder (e.g. letter/company profile from manufacturer or supplier).	GO / NO-GO
1.2	Bidder to supply evidence of mesh supplier or manufacturer capacity to supply and deliver the required quantities of mesh in the required timeframes.	GO / NO-GO
1.3	Bidder to supply evidence of formal quality management system (e.g. ISO 9001 certificate), or description and evidence of quality management processes employed.	GO / NO-GO
1.4	If a subcontractor is used, the above must be provided for the subcontractor as well.	GO / NO-GO

10. SCORING SYSTEM FOR SCORING RESPONSES

Where the evidence supplied by the bidder has met the minimum specified requirements, the bid will be passed through to the financial evaluation stage.

11. OBLIGATIONS OF EACH PARTY

National Research Foundation

1. The NRF will manage this contract in accordance with the terms and conditions set out in this document.
2. The NRF will manage the contract fairly and objectively.
3. The NRF will appoint a project manager who will serve as the contract manager, and will notify the service provider in writing of the name and contact details of the appointed project manager.
4. All communications will be in writing and communicated through email.
5. All communication, documentation such as purchase orders issued, etc. will always state the contract number on the document. Any communication without the contract number on is not legal communication and is not to be enacted on by either party.
6. All purchase orders will state the following:
 - 6.1. Purchase Order Number
 - 6.2. Contract Number
 - 6.3. Quantity
 - 6.4. Proper description of the service, goods, or works;
 - 6.5. Unit price per this contract;
 - 6.6. Delivery Date and period required;
 - 6.7. Business unit code; and
 - 6.8. Site or security point to which to be delivered.
7. Delivery documentation and delivery verification procedure is stipulated for each delivery.
8. Invoices will only be accepted with attached delivery documentation verifying that the declared number

of rolls of mesh was received at the stipulated site. Delivery verification will be signed by the supplier/service provider staff and NRF staff.

9. The NRF will inspect the goods delivered for compliance to the specification in this contract within three (3) working days of delivery.

SUPPLIER

1. The supplier shall manage this contract in accordance to the terms and conditions set out in this document.
2. The supplier shall manage the contract fairly and objectively.
3. The supplier shall appoint a contract manager and will notify the NRF in writing of the name and contact details of the appointed contract manager.
4. All communications shall be in writing and communicated through email.
5. All communication, documentation such as purchase orders issued, etc. shall always state the contract number on the document. Any communication without the contract number on is not legal communication and shall not be enacted on by either party.
6. The supplier shall notify the NRF contract manager of intent to deliver a batch no later than ONE week before the expected delivery date.
7. Extra deliveries required through the negligence or non-performance of the supplier shall be for the suppliers own cost.

12. PRICING DETAIL

SBD 3 – Pricing Schedule for the Duration of the Contract

(SBD 3.1 - Firm Unit Pricing; SBD 3.2 – Non-Firm Unit Pricing)

NOTE

PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULAS, DEFINED AREAS OF COST, AND DEFINED PERIODS.

Bidders must complete the section “Non-Firm Prices Subject to Escalation” if applicable and/or the section “Prices Subject to Rate of Exchange Variations” if applicable. Where neither of these sections are completed, the unit prices are deemed “Firm Unit Pricing”

The pricing schedule submitted for this tender shall include all costs for the scope of supply and delivery as stated in this document.

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes any equipment, value- added tax, or ad hoc costs that may arise from fulfilment of the contract.

No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

Bid price to be quoted in South African Rand (R)

Pricing is subject to the addition of Preference Points as stipulated in below - Standard Bidding Document 6.1 Preference claim form.

BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)

BATCH ONE

<u>ITEM NO</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF WORKS / GOODS / SERVICES</u>	A	TOTAL
			UNIT OF MEASURE (i.e. per roll; per km; etc.)	UNIT PRICE (VAT INCL)
1	190 +/- 20	6.4mm x 6.4mm x 0.7mm welded mesh, galvanised after welding		
2	1	Delivery to stipulated site		
SUBTOTAL BATCH ONE INCLUSIVE OF VAT				

BATCH TWO

3	190 +/- 20	6.4mm x 6.4mm x 0.7mm welded mesh, galvanised after welding		
4	1	Delivery to stipulated site		
SUBTOTAL BATCH TWO INCLUSIVE OF VAT				

BATCH THREE

5	190 +/- 20	6.4mm x 6.4mm x 0.7mm welded mesh, galvanised after welding		
6	1	Delivery to stipulated site		
SUBTOTAL BATCH THREE INCLUSIVE OF VAT				

BATCH FOUR

7	200 +/- 20	6.4mm x 6.4mm x 0.7mm welded mesh, galvanised after welding		
8	1	Delivery to stipulated site		

SUBTOTAL BATCH FOUR INCLUSIVE OF VAT

TOTAL COSTED VALUE OF ABOVE FOR 4 BATCHES INCLUSIVE OF VAT

R

Delivery Administration

Period required for delivery upon placement of delivery instruction (to commence delivery of batch one)

*Delivery:

Full cost to site

Delivery basis

Batch quantity required is received (verified) at stipulated delivery point as per the requirements in this document.

Delivery Site

SKA SA Klerefontein Support Base
30°58'24"S, 21°59'40"E

PRICE ADJUSTMENTS: NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.

D1, D2.= Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the

	<p>various factors D1, D2...etc. must add up to 100%.</p> <p>R1t, R2t.= Index figure obtained from new index (depends on the number of factors used).</p> <p>R1o, R2o = Index figure at time of bidding.</p> <p>VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.</p>
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THE FOLLOWING INDEX/INDICES MUST BE USED TO CALCULATE YOUR BID PRICE:

	Index per factor	Index figure at time of bidding Dated (R1o, R2o)	Adjustment Period and Dated	Index figure at time of periodic adjustment (R1t, R2t, R3t, etc.)

A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA.

	FACTORS MAKING UP THE BID PRICE (D1, D2 etc.)	PERCENTAGE OF BID PRICE (The total of the various factors must add up to 100%.)

PRICE ADJUSTMENTS: PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

<p>Part 1: Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.</p>							
	PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

Part 2:
Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder:
(Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

13. 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 Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

PREFERENCE SYSTEM SELECTED:	90:10
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Preference Points for this bid is awarded in accordance with the table below:

BBEE Status Level of Contributor per B-BBEE Certificate								
1	2	3	4	5	6	7	8	Non-compliant
Points								
10	9	8	5	4	3	2	1	0

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

B-BBEE Status level claimed	
Preference 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:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in

Paragraph 1 of this form;

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;

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 –

Disqualify the Bidder from the bidding process;

Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct;

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;

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 ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

14. SUBCONTRACTING (SBD 6.1)

Will any portion of the contract be sub-contracted?	
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If Yes, indicate:

What percentage of the contract will be subcontracted?	
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What percentage of the contract will be subcontracted?	
--	--

The B-BBEE status level of the sub-contractor?	
--	--

Whether the sub-contractor is an EME?	
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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:

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

A Bidder 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 Bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

15. DUE DILIGENCE REQUIREMENTS

CAPABILITY

Bidders for this bid shall provide a profile of themselves which clearly depicts their capability to execute this contract meeting all the requirements of SKA SA.

CAPACITY

Bidders for this bid shall provide evidence of sufficient available capacity to complete the work in this contract in the time frames specified.

CONTACTABLE REFERENCES

The bidder is required to supply at least three (3) contactable references and reference letters, as per the format at the end of this document under NRF Annexures. The form must be sent to current customers to be completed on their company letter-head and no fewer than three must be returned as part of this submission.

If a subcontractor is used, the above must be provided for the subcontractor as well.

WRITTEN REFERENCES FROM SOUTH AFRICAN REVENUE SERVICES

Bidder is required to provide evidence of good standing with their tax office (overseas and local).

Where the bidder is a South African citizen and meets the threshold for tax registration, the supplier provides evidence of registration on the Central Supplier Database which automatically verifies the bidder's tax status. The bidder can obtain the same status through when registered on South African Revenue Services eFiling system.

Foreign bidders, where they have a local legal entity, comply with the above. Where the foreign bidder does not have a local legal entity, they are exempt from this. For due diligence, where their country of residence has the same requirement of tax status, a copy of that certificate should be provided.

WRITTEN REFERENCES OF GOOD PRICING PRACTICES – SBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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:

I have read and I understand the contents of this Certificate;	Y	N
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;	Y	N
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of	Y	N

the Bidder;		
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;	Y	N
<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 Bidder, whether or not affiliated with the Bidder, who:</p> <ul style="list-style-type: none"> 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 		
<p>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 consortium³ will not be construed as collusive bidding.</p>		
<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <ul style="list-style-type: none"> 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. 		
<p>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.</p>		
<p>The terms of this 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 the bid or to the signing of the contract.</p>		
<p>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</p>		

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.

WRITTEN REFERENCES OF GOOD SUPPLY PRACTICES – SBD8: DECLARATION OF BIDDER’S PAST SCM PRACTICES (SBD 8)

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? If Yes, furnish particulars as an attached schedule:	Y	N
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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)? If Yes, furnish particulars as an attached schedule:	Y	N
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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? If Yes, furnish particulars as an attached schedule:	Y	N
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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? If Yes, furnish particulars as an attached schedule:	Y	N
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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.

WRITTEN REFERENCES OF INDEPENDENCE FROM GOVERNMENT IN THIS PROCUREMENT – SBD4: DECLARATION OF INTEREST

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 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/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf

the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:

Identity Number:

Position occupied in the Company (director, trustee, shareholder², member):

Registration number of company, enterprise, close corporation, partnership agreement

Tax Reference Number:

VAT Registration Number:

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

Schedule attached with the above details for all directors/members/shareholders

Are you or any person connected with the Bidder presently employed by the state? 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:

If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Y

N

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.)		
	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?	Y	N
	If so, furnish particulars as an attached schedule.		
	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?	Y	N
	If so, furnish particulars as an attached schedule.		
	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?	Y	N
	If so, furnish particulars as an attached schedule.		

16. PERFORMANCE LEVELS FOR EACH SERVICE REQUIRED

Service description	Minimum Level	Measurement Criteria	Penalty where below minimum
Mesh quantity delivered	Required qty of rolls (within specified tolerance) delivered per batch.	Verified delivery documentation received by SKA SA.	Extra deliveries required to make up batch size to be covered at the supplier's cost.
Batch delivery according to schedule	Batch deliveries on time as per required delivery date.	Verified delivery documentation received by SKA SA.	Costs incurred by SKA SA with regards to contracts dependent on this supply to be covered by the supplier.
Mesh quality	Mesh rolls as per specification	Random inspection of delivered rolls within three (3) working days of delivery	Costs incurred to replace non-conforming mesh will be covered by the supplier.

GCC - CONDITIONS OF CONTRACT - JULY 2010

In this document words in the singular also mean in the plural and vice versa and words in the masculine mean in the feminine and neuter.

The General Conditions of Contract (GCC) cannot be amended. Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause is appended to the GCC clause. Where SCC is required by a bid that is not part of the GCC, the SCC clause is added after the GCC clause. No clause in this document shall be

in conflict with another clause.

GCC1

1. Definitions - The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any 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.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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,

	<p>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.</p> <p>1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. Application
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>

GCC5	<p>5. Use of contract documents and information; inspection.</p>
	<p>5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. 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.</p> <p>5.3. 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.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<p>6. Patent rights</p>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<p>7. Performance security</p>
	<p>7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. 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</p> <p>7.3.2. a cashier’s or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC7 SCC	<p>SCC.7.1 GCC Not applicable to this contract.</p>

GCC8	<p>8. Inspections, tests and analyses</p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder 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.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. 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.</p> <p>8.5. 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.</p> <p>8.6. 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.</p> <p>8.7. 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.</p> <p>8.8. 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.</p>
GCC 8 SCC	<p>SCC.8.1 The NRF shall conduct receiving inspections against Section 16 of this specification. If no communication has been received after three (3) working days from delivery, the supplier may assume acceptance of the delivery by the NRF.</p>
GCC9	<p>9. Packing</p>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities</p>

	<p>at all points in transit.</p> <p>9.2. 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 SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	10. Delivery and Documentation
	<p>10.1. 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 SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
GCC10 SCC	<p>SSC.10.1 The supplier shall provide a signed delivery notice indicating actual number of mesh rolls delivered, date of delivery, and company or individual that effected the delivery. To be signed 'delivered' by the supplier's representative and signed 'received' by the NRF's representative.</p> <p>SCC.10.2 The supplier must ensure such signed approved delivery notice accompanies the subsequent supplier invoice.</p>
GCC11	11. Insurance
	<p>11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	12. Transportation
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. 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</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in</p>

	<p>assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, 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:</p> <p>14.1.1. 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</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC 14 SCC	SCC.14.1 GCC not applicable to this contract.
GCC15	15. Warranty
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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</p>

	purchaser may have against the supplier under the contract.
GCC 15 SCC	SCC.15.1 The warranty shall remain valid for three (3) years after the goods, or any portion thereof, have been delivered.
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC16 SCC	<p>SCC.16.1 Payment invoices are required one week after delivery of each batch.</p> <p>SCC.16.2 Invoices will only be forwarded to Finance for payment where delivery documentation is attached and signed by both parties.</p> <p>SCC.16.3 No invoices will accepted within the inspection period as per GCC 8 and GCC 8 SCC.</p> <p>SCC.16.4 No invoices for outstanding or non-compliant goods or services will be accepted, where non-compliance is indicated as per GCC 8 and GCC 8 SCC.</p>
GCC17	17. Prices
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	18. Contract amendment
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	19. Assignment
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	20. Subcontract
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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</p>

GCC21	<p>21. Delays in supplier's performance</p>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. 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.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. 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.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<p>22. Penalties</p>
	<p>22.1. 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.</p>
GCC22 SCC	<p>SCC.22.1 The supplier shall be liable for extra charges incurred on the part of SKA SA as a direct result of non-delivery, delayed delivery, or under-delivery of the required mesh. SKA SA will furnish proof of extra charges.</p> <p>SCC.22.2 The supplier shall be liable for extra charges incurred due to technical non-conformance of delivered product.</p>

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. 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;
- 23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. 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.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the

	Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	24. Anti-dumping and countervailing duties
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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</p>
GCC25	25. Force Majeure
	<p>25.1. 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.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	26. Termination for insolvency
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>

	<p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. 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; and</p> <p>28.1.2. 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.</p>
GCC29	29. Governing language
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p>

	<p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder 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 bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	33. National Industrial Participation Programme
	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.
GCC33 SCC	SCC.33.1 GCC Not applicable to this contract.
GCC34	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(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.</p> <p>34.3. If a bidder(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 bidder(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 bidder(s) or contractor(s) concerned.</p>
BIDSC C 1	<p>Intellectual property provided in the bid invitation</p> <p>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, remain the property of the NRF.</p>
BIDSC C 2	<p>Intellectual property contained in the deliverables</p> <p>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.</p>

NATIONAL RESEARCH FOUNDATION ANNEXURES

1

Reference letter template

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	<u>Referee Legal Name</u>		
<u>REFERENCE ON COMPANY xxxxx</u>			
Bid Number:			
Bid Description			
Describe the service/work the above bidder provide to you below			
Criteria	Needs improvement	Meets requirements	Exceeds requirements
Professionalism			
Customer centricity			
Turnaround times			
Completion Times			
Satisfaction with bidder			
Satisfaction with quality			
Satisfaction with the work done			
Project Planning Management			
Reliability			

Response to call outs			
Maintenance Management			
Spares Availability			
Delivery scheduling			
Overall Impression			
No. of times used in past year	Would you use the provider again?	YES/NO	
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			
Company Stamp:			

BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT

1	Proposal to the specification
2	Additional information of value to the evaluators
3	

BIDDERS DETAIL PRICE SCHEDULES

1	Detail pricing schedules (SBD 3)
2	
3	

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
	Bidder's responses to technical specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
	CSD / Tax clearance letter	Declaration of Interest (SBD4);
	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 Bidder's past SCM practice	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 Bidder 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	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	