



# National Research Foundation

## INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

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

<b>BID NUMBER:</b>	<b>NRF/NZG RISA/1/2016</b>	<b>CLOSING DATE:</b>	<b>14 AUGUST 2015</b>	<b>CLOSING TIME</b>	<b>11:00</b>
--------------------	----------------------------	----------------------	-----------------------	---------------------	--------------

### SHORT DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE HYGIENE CARE SERVICES AT 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): **90:10**.

Compulsory Briefing Session/ Site Visit	Date and Time:	28/07/2015 and 04/08/2015 at 10h00 to 11h:00 at NRF/RISA offices in Brummeria, Pretoria. 28/07/2015 and 04/08/2015 at 12h00 to 16h30 at the National Zoological Gardens in Pretoria.
	Location:	National Research Foundation, Meiring Naudé Road, Brummeria, Pretoria National Zoological Gardens of SA, 232 Boom Street, Pretoria.

Validity period from date of closure:

150

days

**SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER**

**ENVELOPE ADDRESSING:**

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

**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 returned to bidders.**

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 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 NRF RISA SCM Tel : 012 481 4117 Email: <a href="mailto:ezekiel.jonas@nrf.ac.za">ezekiel.jonas@nrf.ac.za</a>
	Ms Ne Ntelekoa NZG SCM Tel: 012 339 2810 Email: <a href="mailto:Nthabeleng@nzg.ac.za">Nthabeleng@nzg.ac.za</a>

**ANY TECHNICAL ENQUIRIES DIRECTED TO:**

Contact Person:	Mr. Petie Roos NRF RISA Project Manager Tel : 012 – 481 4217 Email : <a href="mailto:petie@nrf.ac.za">petie@nrf.ac.za</a>
	Mr D Moodley NZG Project Manager Tel: 012 339 2700 Email: <a href="mailto:Derek@nzg.ac.za">Derek@nzg.ac.za</a>

**RETURNABLE DOCUMENT LIST**

**(Bidders 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
2	A company profile
3	Letters from three (3) contactable references from previous or current clients/ customers of the bidder.
4	A portfolio reflecting the type, customer, dates, size, contact details and duration of previous and/or current same or similar completed work executed by bidder/ tenderer.
5	A portfolio reflecting the resources available to execute the project, i.e. minimum of one vehicle registered in the company's name or leased, minimum of five staff members and the necessary equipments to complete the project.
6	Evidence of experience or CV of the contract manager in hygiene care management. The manager must at least have five years managerial experience. Must provide proof of experience over a period of 5 years and two projects with the projected values of R 300 000.00 (each) or more.

7	The service provider must submit proof that the company is in compliance to the legislation regarding Hygiene, Washroom, and Hazardous Waste Management. <ul style="list-style-type: none"> <li>• A current Letter of Good Standing with the Compensation Commissioner</li> <li>• A waste manifest for the disposal of hazardous waste.</li> </ul>
8	Detailed quality management plan with the standard operating procedure, monitoring & control, non-conformance management, safety & good housekeeping requirements, management reports and KPI's for the management of the contract.
9	Proof of public liability insurance of R1m or more.
10	Detailed Implementation Plan with time frames.
11	Detailed contingency plan in case of industrial action by employees
12	Detailed Pricing schedule in the SBD3 Format
13	SBD6.1 (Preference Claim Form) Signed with the supporting B-BBEE Certificate
14	Original and Valid SARS Tax Clearance certificate
15	Registration Proof of legal identity per entity (Certificate of Incorporation)
16	Bank details and the completed NRF EFT form.

**RESPONDENT CONTRACTOR DETAILS**

NAME OF CONTRACTOR:			
REPRESENTED BY:			
PHYSICAL ADDRESS:			
TELEPHONE NUMBER		CELL NUMBER	
EMAIL ADDRESS		FAX NUMBER	
VAT REGISTRATION NUMBER			
COMPANY NUMBER		REGISTRATION	
DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:			
TYPE OF COMPANY/FIRM [Tick applicable box]			
Partnership/Joint Venture/Consortium		One person business/sole proprietor	

Close Corporation		Public Company (Limited)	
Private Company (Pty) Limited		Other	
COMPANY CLASSIFICATION [Tick applicable box]			
Manufacturer		Supplier	
Professional Services		Other service providers e.g. transporter, etc.	
Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]			Yes
			No
Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed)? [Tick Applicable Box]			Yes
			No
If Yes, by whom was the B-BBEE certificate issued? [Tick Applicable Box]			
An accounting officer as contemplated in the Close Corporation Act (CCA)			
A verification agency accredited by the South African Accreditation System (SANAS)			
A registered auditor			
Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof?			Yes
			No

## **1. Background to the National Research Foundation**

The National Research Foundation (“NRF”) is a juristic person established in terms of Section 2 of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science, and humanities.

## **2. Full Supply Description**

The NRF-seeks to appoint a service provider/ contractor with the requisite skills and experience in the area of hygiene care on the specified time basis for a period of three (3) years and will be responsible for the hygiene care services, washroom management for all the public bathrooms, staff centres, offices, accommodation, food and trade facilities in the National Zoological Gardens of SA and NRF-RISA building both situated in Pretoria.

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

The NRF-RISA building situated in Pretoria East adjacent to the south gate of the CSIR campus presently consists of four floors which includes offices, a registry, a media resource centre, meeting rooms, an auditorium, dining areas, server room and reception.

A new building which is still under construction and it is expected that it will be functional in April 2016 will consist of three floors and a basement. It will have offices, an auditorium and a reception.

All the ablution facilities,i.e. Air-fresh dispenser units, Toilet seat sanitizer spray units, Female hygiene service, Sanitary disposal bins, Urinal disinfectant and Eco-fresh urinal solution units in this two buildings should be hygienically clean at all times.

The NZG is situated in down town Pretoria, corner of Paul Kruger and Boom Street. The NZG is home to several thousand live animals, different plant species, hosts approximately 600,000 visitors per annum and maintain 230 staff, visiting scientist, and service providers on-site. Due to the high volumes of visitors that visit the NZG, we have to ensure that the public and staff toilets and bathroom facilities are maintained in a hygienic and clean condition at all times.

## 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) after both parties have signed the Contract Form (SBD7).

## 5. Specification

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

### 5.1 Description of work to be done.

The contracted service provider will be expected to:

- Conduct weekly and monthly services of the units as stipulated in the contract.
- The NZG will provide the appointed service provider with a schedule for deep cleaning.
- The service provider will provide accurate monthly invoices
- Supply and install the required products and conduct weekly and monthly services as stated in the contract. The products are as follows:-

A) SANITARY BINS. Sanitary waste removal systems (for all ladies toilets on- site.)

- Fem care bins with button bin identification.

- Must contain a bin liner for sanitary bins (bio active vapour molecules), be visitor friendly, safe, discreet and environmentally friendly.
- Must be hands free, foot pedal operations. Ladies must be able to dispose of their sanitary waste without touching the container
- Slim line designs. Must fit comfortably into washroom cubicles for easy access without restricting space.
- Smooth ridge-free design for easy wipe down and does not harbor dust or dirt.
- Service intervals is based on a seven (7) day cycle. All liner bags must be changed weekly with a set colour range indicating that the liners were serviced and changed.
- The service provider must remove the liner in a bio-bag sanitary waste removal bag to prevent spillage.
- Certification of disposal and a hazardous waste transportation licence is required as part of the tender document.
- The bins must be sealed units, secured, and only the service provider must have access to the units when completing a service.
- Liability remains with the supplier to ensure that the bins are in good working order at all times.

#### B) SANITISER AUTO SYSTEMS FOR ALL TOILETS AND URINALS.

- A sanitizer auto system is a digital dispenser which automatically releases a metered dose of concentrated cleaning and sanitizing formulation that produces good forming actions, counteracts the formation of scale and attacks odours at the source. The concentration must be able to kill bacterial germs.
- Advanced dispensing programming settings with options of units for time, date, spray, servicing, and battery service.
- Touch free operation reduces the risk of cross infection.
- Operating hours of the units in public bathrooms is 16 hours per day. In other bathrooms the operating hours are 12 hours over a 30 day period. Irrespective of the settings, each refill must deliver 3,000 metered doses.
- The LCD display provides at a glance battery and refill life information or real time clock
- Service intervals – 30 day cycles.
- The auto sanitizer refills must prevent uric scale build-up and maintains pipes, traps, and drains.
  - Supply and installation/ fitment to urinal pipes and toilet cisterns must meet the NZG requirements. Use plastic clamps/ brackets to connect the sanitizer pipe to the urinal flushing system. Anchor sanitisers to the wall using anchor screws. At the end of the term of the contract the service provider must re –instate all the holes in the pipes and walls.

- Liability remains with the service provider to check and ensure that the unit is in good working order at all times throughout the contract period.

#### C) AUTOMATIC AIR FRESHNER UNITS WITH ANTI-THEFT BRACKETS.

- Supply and install air-freshener microburst 3000 or similar units with anti-theft brackets.
- The units must have a 25 microliters spray volume
- The units must have a LCD display to indicate system programming of
- 8 /12 / 16 / 24 hours, 5 – 7 day week cycle, battery and refill life, spray intervals, and real time clock.
- The refill container is a 75 ml aerosol available with a long lasting fragrance, microtrans odour neutralizer must eliminates odours, and act as an insect repellent. The refill life must produce 3000 sprays.
- The colour of the air freshner is white including anti-theft bracket. The size depends on the product chosen by the NRF.
- Service intervals is a 30 day cycle including battery change, and refill change. All the keys to the anti-theft brackets are kept by the service provider.
- The NZG staff will select the fragrances which must be environmentally friendly with strong natural fragrances.
- Liability remains with the supplier to ensure that the units are available, in good working order and operational at all times as per the contract.

#### D) CHEMICAL DEEP CLEAN AT NZG

- Provide a quarterly chemical deep clean that will ensure the following hygienic conditions:-
- Descaling of faecal and uric acids in the urinal bowl traps, toilets, and plumbing fixtures that can lead to odours, bacterial accumulation / contamination and flushing problems.
- Use high pressure equipment combined with the prescribed chemicals to maximize the benefits. Ensure that the S-traps, P- traps, pipes and drains are properly descaled and cleared of all materials.
- The areas where deep cleaning must take place is as follows:-
  - 1- Wash hand basins.
  - 2- Showers and baths.
  - 3- Toilets
  - 4- Urinals.
  - 5- Mirrors
  - 6- Includes all components for plumbing fixtures.

#### E ) SITES AT THE NZG.



- All public toilets.
- All change rooms.
- Staff centres.
- Animal hospital and research facilities.
- Administration buildings.
- Education centre.
- Restaurants.
- Waterhole complex.
- Aquarium / Reptile park.
- BUSA.
- Landscape offices.
- Clinic.
- Friends of the Zoo building.

#### F) SITES AT NRF/ RISA

- Staff toilets
- Showers
- Rest room
- Sick Room
- Dining area
- Server room
- Reception.

## 5.2. Tables for Deep Cleaning and Hygiene Care services

5.2.1 The NZG site will require Deep Cleaning and Hygiene Care services and the ablution facilities will be as per the table below:

DEEP CLEANING SCHEDULE									HYGIENE CARE SERVICE SCHEDULE				
Facility Description		Toilet Bowl	Urinals	Basins	Hand Drier	Paper Towel	Soap Dispenser	Mirror	Shower	Paper Towels	Sanitizers	Air fresheners	Sanitary Bins
Admin Building	Gents	2	2	2	1	1	1	2	-	1	4	1	
	Ladies	3	-	2	-	1	1	2	-	1	3	1	3
	Paraplegics	1	-	1	-	1	1	1	-	1	1	1	1
Main-gate	Gents	2	2	2	1	-	1	2	-	-	4	2	-
	Ladies	2	-	2	1	-	1	2	-	-	2	2	2
	Gents	2	2	2	1	-	1	2	-	-	4	2	
	Ladies	2	-	2	1		1	2	-	-	2	2	2
Reptile Park	Gents	2	1	2	1	-	1	2	-	-	3	1	
	Ladies	2	-	2	1	-	1	2	-	-	2	1	2
Aquarium	Gents	1	2	1	1	-	1	1	-	-	3	1	
	Ladies	2	-	1	1	-	1	1	-	-	2	1	2
Aqu. & Rep. Staff	Unisex	2	-	2	-	-	-	1	2	-		-	
Elephant Toilets	Gents	5	6	4	2	-	2	3	-	-	11	1	
	Ladies	10	-	5	2	-	3	5	-	-	10	3	10
	Paraplegics	1	-	1	1	-	1	1	-	-	0	0	1
Elephant Indaba	Gents	1	2	2	1	0	2	1	-	-	3	1	
	Ladies	2	-	2	1	0	2	1	-	-	2	1	2
Flamingo Restaurant	Gents	6	7	5	1	-	1	1	-	-	13	3	
	Ladies	8	-	7	2	-	1	1	-	-	8	3	8
	Paraplegics	1	-	1	1	-	1	1	-	-	1	1	1

## DEEP CLEANING SCHEDULE

## HYGIENE CARE SERVICE SCHEDULE

Facility Description		Toilet Bowl	Urinals	Basins	Hand Drier	Paper Towel	Soap Dispenser	Mirror	Shower	Paper Towels	Sanitizers	Air fresheners	Sanitary Bins
VIP Mandrill	Gents	2	3	2	1	0	2	1	-	0	5	1	-
	Ladies	3	-	2	1	0	2	1	-	0	3	1	3
Flamingo Res. Staff	Gents	1	-	1	-	0	1	1	1	0	-	-	-
	Ladies	3	-	5	-	0	1	1	4	0	3	-	3
Farm-Yard	Gents	6	6	7	1	-	2	2	-	-	12	1	-
	Ladies	12	-	7	2	-	2	2	-	-	12	2	12
Duku Duku	Gents	2	4	2	1	0	1	1	-	0	6	1	-
	Ladies	4	-	3	1	0	1	2	-	0	4	1	4
Sundial	Gents	5	6	4	1	-	3	4	-	-	11	2	-
	Ladies	10	-	5	1	-	3	4	-	-	10	1	10
	Paraplegics	1	-	1	1	-	1	1	-	-	-	-	-
Sundial Staff	Gents	-	-	2	-	-	-	1	4	-	-	-	-
Centre	Ladies	-	-	2	-	-	-	1	4	-	-	-	-
	Paraplegics	1	-	1	-	-	-	-	-	-	-	-	-
Hippo Lapa	Gents	1	1	1	1	-	1	1	-	-	-	-	-
	Ladies	2	-	2	1	-	1	2	-	-	-	-	1
New Section	Gents	1	1	1	1	-	1	1	-	-	2	1	-
	Ladies	2	-	2	1	-	1	1	-	-	2	1	2
Staff Centre	Gents	4	9	8	-	-	2	8	13	-	13	-	-
	Ladies	1	-	1	-	-	1	2	1	-	1	-	1
	Security	1	-	1	-	-	1	1	-	-	-	-	-
	Conservation	1	-	1	-	-	1	1	-	-	-	-	-
Service	Unisex	1	-	-	-	-	-	-	-	-	-	-	-

## DEEP CLEANING SCHEDULE

## HYGIENE CARE SERVICE SCHEDULE

Facility Description		Toilet Bowl	Urinals	Basins	Hand Drier	Paper Towel	Soap Dispenser	Mirror	Shower	Paper Towels	Sanitizers	Air fresheners	Sanitary Bins
Gate													
BUSA building	Unisex	1	-	1	-	1	-	1	-	1	1	1	1
	Paraplegics	1	-	1	-	1	-	1	-	1	1	1	1
Waterhole Restaurant	Gents	2	4	3	1	-	1	3	-	-	6	1	-
	Ladies	4	-	4	1	-	2	2	-	-	4	1	4
Waterhole	Gents	1	-	1	-	-	-	1	1	-	-	-	-
Dormitories	Ladies Under construction	-	-	-	-	-	-	-	-	-	-	-	-
Waterhole	Gents Under construction	-	-	-	-	-	-	-	-	-	-	-	-
Dormitories	Ladies	-	-	-	-	-	-	-	-	-	-	-	-
Waterhole	Honey moon	1	-	2	-	-	-	2	Bath	-	-	-	-
Waterhole	Bride room	1	-	1	-	-	-	1	Shower /Bath	-	-	-	-
Education Building	Gents	1	2	2	1	-	1	2	-	-	3	1	-
	Ladies	2	-	2	1	-	1	2	-	-	2	1	2
	Paraplegics	1	-	1	-	0	1	1	-	0	0	1	1
Gorilla	Gents	2	2	1	Under construction	-	-	-	-	-	-	-	-
Gorilla	Ladies	2	-	1	-under construction	-	-	-	-	-	-	-	-
Waterhole	Unisex	1	-	1	-	-	-	1	1	-	-	-	-

## DEEP CLEANING SCHEDULE

## HYGIENE CARE SERVICE SCHEDULE

Facility Description		Toilet Bowl	Urinals	Basins	Hand Drier	Paper Towel	Soap Dispenser	Mirror	Shower	Paper Towels	Sanitizers	Air fresheners	Sanitary Bins
Chalets	Unisex	1	-	1	-	-	-	1	1	-	-	-	-
Hospital	Gents	1	-	1	-	1	1	1	-	1	1	1	-
	Ladies	1	-	1	-	-	1	1	-	1	1	1	1
Post-Mortem Unisex	Unisex	1	-	1	-	-	-	2	2	-	-	-	1
		-	-	-	-	-	-	-	-	-	-	-	-
Research Building	Gents	1	1	1	1	1	1	1	-	1	2	1	-
	Ladies	2	-	1	1	-	1	1	-	-	2	1	2
	Unisex	2	-	2	-	2	2	1	-	-	2	2	2
Civil	Unisex	1	-	2	-	-	1	2	2	-	-	-	1
Clinic	Unisex	1	-	1	-	1	1	-	Bath	1	1	1	1
Clinic Outside	Unisex	1	-	-	-	-	-	-	-	-	-	-	-
Bio bank	Unisex	1		1	-	1	-	1	1	1		1	1
											1		
Landscape house	Unisex	1	-	1	-	-	-	-	-	-	-	-	-
	Unisex	1	-	1	-	-	-	-	-	-	-	-	-
Friends of the Zoo	Gents												
	Ladies												
<b>TOTALS</b>		<b>156</b>	<b>63</b>	<b>142</b>	<b>40</b>	<b>11</b>	<b>64</b>	<b>101</b>	<b>37</b>	<b>10</b>	<b>189</b>	<b>55</b>	<b>88</b>

5.2.2. The NRF/ RISA building will require only the hygiene care services and, the ablution facilities & frequency of service will be as per the table below:

<b>EXISTING BUILDING HYGIENE CARE SERVICE SCHEDULE</b>							
<b>Ablution Facility Description</b>		<b>Sanitizers Toilet seats</b>	<b>Disinfectant and Eco-fresh Urinal solution units</b>	<b>Air fresheners</b>	<b>Frequency of service for Sanitizers &amp; Air fresheners</b>	<b>Sanitary Bins</b>	<b>Frequency of service for Sanitary Bins</b>
Kgotla	Gents	2	1	1	Once per month.		
	Ladies	4		2	Once per month.	4	Once a week
	Paraplegics	1		1	Once per month.	1	Once a week
	Showers			2	Once per month.		
	Shower Passage			1	Once per month.		
Lower ground	Gents	1	3	1	Once per month.		
	Ladies	3		1	Once per month.	3	Once a week
	Passage			1	Once per month.		
Ground floor	Gents	2	2	1	Once per month.		
	Ladies	2		1	Once per month.	2	Once a week

**EXISTING BUILDING HYGIENE CARE SERVICE SCHEDULE**

Ablution Facility Description		Sanitizers Toilet seats	Disinfectant and Eco-fresh Urinal solution units	Air fresheners	Frequency of service for Sanitizers & Air fresheners	Sanitary Bins	Frequency of service for Sanitary Bins
	Paraplegics rest room	1		2	Once per month.	1	Once a week
	Sick Room			1	Once per month.		
First Floor	Gents	2	2	1	Once per month.		
	Ladies	2		1	Once per month.	2	Once a week
Second Floor	Gents	2	2	1	Once per month.		
	Ladies	2	0	1	Once per month.	2	Once a week
Third Floor	Gents	2	2	1	Once per month.		
	Ladies	2		1	Once per month.	2	Once a week
Guard House	Toilet/Urinas	1	1	1	Once per month.	1	Once a week
Gardeners	Toilet/ Shower	1		1	Once per month.		
<b>Totals</b>		<b>30</b>	<b>11</b>	<b>23</b>		<b>18</b>	

**NEW BUILDING HYGIENE CARE SERVICE SCHEDULE**

Ablution Facility Description		Sanitizers Toilet seats	Disinfectant and Eco-fresh Urinal solution units	Air fresheners	Frequency of service for Sanitizers & Air fresheners	Sanitary Bins	Frequency of service for Sanitary Bins
Ground floor	Gents	4	7	2	Once per month.	-	-
	Ladies	11	0	2	Once per month.	11	Once a week
	Paraplegics	2	0	2	Once per month	2	Once a week
First Floor	Gents	3	3	2	Once per month	0	Once a week
	Ladies	6	0	2	Once per month	6	Once a week
	Paraplegics	2	0	2	Once per month	2	Once a week
Second Floor	Gents	1	1	1	Once per month.	-	-
	Ladies	2	0	1	Once per month.	22	Once a week
	Paraplegics	1	0	1	Once per month	1	Once a week
Gardeners	Lift Lobby	0	0	1	Once per month.	-	-
<b>Totals</b>		<b>32</b>	<b>11</b>	<b>16</b>	<b>-</b>	<b>24</b>	<b>-</b>



### **5.3 Health and Safety:**

The Service Provider will observe all health and safety precautions throughout the performance of this contract. All work will conform to the statutory regulations. Where there is conflict between applicable regulations, the most stringent will apply.

The Service Provider will assume full responsibility and liability for compliance with all applicable regulations pertaining to environmental protection and the health and safety of personnel during the execution of work, and the NRF will not be liable for any action or omission on its part or that of its employees that results in illness, injury, or death.

### **5.4. Special Entrance:**

Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the NRF Delegated Official. The Service Provider shall adhere to these restrictions and incorporate them into the Hygiene Control Plan.

### **5.5. Uniforms and Protective Clothing:**

All Service Provider personnel working in or around NRFs buildings or site will wear distinctive uniform clothing. The Service Provider will determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices will, as a minimum, conform to the Occupational Health and Safety Act (OHSA) standards for the products being used.

### **5.6. Guarantees, Special Requests and Emergency Services**

The service provider must guarantee all scheduled services and attend to any problems that may arise in between routine treatments. Remedial action must be within 24 hours.

From time to time the NRF Delegated Official may request that the Service Provider perform corrective, special, or emergency service(s) that are beyond routine service requests. The Service Provider will respond to these exceptional circumstances and perform the necessary work within three (3) hours after receipt of the request.

### **5.7. Monitoring and Evaluation**

The NRF Delegated Official will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as deemed necessary. The Service Provider will take prompt action to correct all identified deficiencies. Meetings between service provider representatives and the NRF representatives will be held at regular intervals, not less than once per month and as the need arises.

### **5.8. Reporting Requirements**

- The Service Provider will report to the NRF representative and the operational staff of the NRF will conduct inspections on quality and standard of services rendered.

- The Service Provider will supply a monthly summarized written report to the NRF on specific problems, suggestions, improved methods and all other matters pertaining to their equipment.

### **5.9. Performance Standard**

All the hygiene care services shall be executed by competent personnel in the most timesaving and effective manner possible. If during the performance of duties, the contractor becomes aware of some faulty units, the contractor shall be required to report them to the NRF representative in order to keep down-time to an absolute minimum.

The bidder must exercise due care and diligence at all times while working on the NRF building. Any damage resulting from the actions or work done by the contractor to the system or other property of the NRF will be for the cost of the contractor.

### **5.10. Service Level and Dispute Resolution**

Where there is an issue with the service level, The NRF or the Contractor, may declare a dispute. The service provider and NRF will have 24 hours to investigate such issues. The two parties will meet within 36 hours to settle or resolve the dispute and agree on the action plan and follow-up monitoring tools.

## **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, i.e. providing details with regard to equipment, human & operational resources, and details of contracts/ agreements that they hold as well as experience in hygiene care services.

### **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:
  - Professionalism
  - Interpersonal skills
  - Turn around/completion times
  - Satisfaction with the work done
  - Overall Impression (i.e. would use again)
- The bidder must also provide a customer list indicating project type, dates, value and contact details so that the NRF may contact these companies directly for references.

### **6.3. Bidder's Human and Operational Resources**

The bidder must provide details regarding the technical expertise of the management who will be dedicated to this contract. Provide evidence of experience and qualification in hygiene care management or CV of the contract manager. The manager must at least have five years relevant managerial experience.

The bidder must also provide portfolio reflecting the resources available to execute the project, i.e. minimum of one vehicle registered in the company's name or leased, minimum of five staff members and the necessary equipments to complete the project.

### **6.4. Quality management plan**

The service provider must submit a detailed quality management plan highlighting the company's standard operating procedure, monitoring & control, non-conformance management, safety & good housekeeping requirements, management reports and KPI's for the management of the contract.

### **6.5. Implementation and Contingency plans**

- The service provider must submit a detailed Implementation plan with timeframes.
- The service provider must also provide a contingency plan in case the company has industrial actions issues. The Company must provide prove that the NRF's contracted services will not in any way be affected by industrial action

### **6.6. Compliance to legislation and regulations**

- The service provider must submit legitimate proof that it is disposing the hazardous waste to a waste site that is registered to dispose of this type of waste and complies to all the environmental legislation, OHS Act,85 of 1993, SANS, and National Environmental Management: Waste Act 59 of 2008.
- Submit waste manifests of disposal.
- A valid letter of good standing from the Compensation commissioner.
- The contractor must at all times conform to the Occupational Health and Safety Regulations.
- Service provider must comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, COIDA, Provident Fund etc.

## 7. Selection on Specifications and Capabilities and Capacities

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

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 evaluation of all criteria:

<b>FUNCTIONAL EVALUATION CRITERIA</b>				
<b>1.</b>	<b>Experience</b>			<b>28</b>
<b>A schedule reflecting the type, customer, dates, size, contact details and duration of previous and/or current same or similar completed work executed by bidder/ tenderer.</b>				<b>20</b>
<b>0</b>	<b>5</b>	<b>15</b>	<b>20</b>	
Schedule submitted has NO relevance to NRF requirements	Schedule submitted indicates LIMITED or LITTLE relevance to the NRF requirements	Schedule is ADEQUATELY relevant to the NRF requirements	Schedule submitted exceed the NRF project requirements	
<b>Evidence of experience (CV) of the contract manager in hygiene care management. The manager must at least have five years relevant managerial experience.</b>				<b>8</b>
<b>0</b>	<b>2</b>	<b>6</b>	<b>8</b>	
Portfolio indicates NO relevant experience in both the area of hygiene care and deep cleaning projects.	Portfolio indicates LIMITED experience in hygiene care and deep cleaning projects and has LITTLE reference to NRF requirements	Portfolio indicates SIMILAR experience in area hygiene care and deep cleaning projects and has ADEQUATE reference to NRF requirements	Portfolio indicates EXCELLENT experience in area of hygiene care and deep cleaning projects and has EXCELLENT reference to the NRF requirements	
<b>2.</b>	<b>References</b>			<b>20</b>
<b>Three (3) credible written letters not older than 3 months and contactable references from clients for whom similar projects were undertaken relevant to the NRF's needs.</b>				
<b>0</b>	<b>5</b>	<b>15</b>	<b>20</b>	
List of references provided are inadequate. Work performance not professional and not up to standard.	Work performance not entirely professional and up to standard.	Work performance was professional and of acceptable standard.	Work performance highly professional and excellent work.	

<b>3.</b>	<b>Capacity</b>	<b>22</b>	
<b>A portfolio reflecting the resources available to execute the project, i.e. minimum of one vehicles registered in the company's name or leased, minimum of five staff members and the necessary equipments to complete the project.</b>			<b>10</b>
<b>0</b>	<b>2</b>	<b>8</b>	<b>10</b>
Portfolio or Schedule was not submitted.	Portfolio or Schedule submitted but incomplete and/or does not addresses the NRF's requirements	Portfolio or Schedule submitted as requested and address the NRF's requirements	Portfolio or Schedule submitted as requested and the resources available are more than as requested by the NRF
<b>Detailed quality management plan detailing the standard operating procedure, monitoring &amp; control, non-conformance management, safety &amp; good housekeeping requirements, management reports and KPI's for the management of the contract.</b>			<b>8</b>
<b>0</b>	<b>2</b>	<b>6</b>	<b>8</b>
Quality management plan was not submitted.	Quality management plan submitted but incomplete and/or does not agree with the NRF's requirements	Quality management plan submitted as requested and agree with the NRF's requirements	Quality management plan submitted as requested with extra information which has not been requested
<b>Detailed Implementation Plan with time frames and a contingency plan in case of industrial action by the contractor's employees</b>			<b>4</b>
<b>0</b>	<b>1</b>	<b>3</b>	<b>4</b>
Detailed implementation & contingency plan was not submitted.	Detailed implementation & contingency plan submitted but incomplete and/or does not agree with the NRF's timelines	Detailed implementation & contingency plan submitted as requested and agree with the NRF's timelines.	Detailed implementation & contingency plan submitted as requested with extra information which has not been requested.

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

### **8. 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.

## **9. 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.

## **10. 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.

## **11. 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 conditions of contract and penalties are applied for poor performance.

## 12. PRICING SCHEDULE FOR THE DURATION OF THE CONTRACT - NZG

### (Standard Bidding Document 3.1 (Fixed Price Contract))

<b>NOTE</b> Only firm prices accepted. The price quoted is fully inclusive of all costs and taxes delivered to the NRF premises. 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.				
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.	
<b>Part A –</b>				
Item No	Description supplies or service	Unit Price/ Rate	Frequency of service	Price Per Year (Inclusive of all taxes)
1	Sanitary Bin per 7 day cycle	R	Weekly	R
2	Auto Sanitisers	R	Monthly	R
3	Air-freshener with anti-theft bracket	R	Monthly	R
4	Paper Towel Holder	R	Monthly	
5	Deep Cleaning costs	R	Quarterly	R
<b>TOTAL BID PRICE YEAR 1</b> (total of items 1,2,3,4,5 abo)				<b>R</b>
<b>TOTAL BID PRICE YEAR 2</b> (Inclusive of escalations and applicable taxes)				<b>R</b>
<b>TOTAL BID PRICE YEAR 3</b> (Inclusive of escalations and applicable taxes)				<b>R</b>
<b>TOTAL BID PRICE FOR THREE YEARS</b> (Inclusive of escalations and all applicable taxes)				<b>R</b>
B-BBEE STATUS LEVEL OF CONTRIBUTION (Per SBD 6.1 below)			Level	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.				
Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form				

### 13. PRICING SCHEDULE FOR THE DURATION OF THE CONTRACT – NRF/ RISA

#### (Standard Bidding Document 3.1 (Fixed Price Contract))

<b>NOTE</b> Only firm prices accepted. The price quoted is fully inclusive of all costs and taxes delivered to the NRF premises. 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.				
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.	
<b>Part A –</b>				
Item No	Description supplies or service	Unit Price/ Rate	Frequency of service	Price Per Year (Inclusive of all taxes)
1	Sanitizers Toilet spray units	R	Monthly	R
2	Disinfectant and Eco-fresh Urinal solution units	R	Monthly	R
3	Air-freshners unit	R	Monthly	R
4	Sanitary Bins	R	Weekly	R
<b>TOTAL BID PRICE YEAR 1</b> (total of items 1,2,3,4,5)				<b>R</b>
<b>TOTAL BID PRICE YEAR 2</b> (Inclusive of escalations and applicable taxes)				<b>R</b>
<b>TOTAL BID PRICE YEAR 3</b> (Inclusive of escalations and applicable taxes)				<b>R</b>
<b>TOTAL BID PRICE FOR THREE YEARS</b> (Inclusive of escalations and all applicable taxes)				<b>R</b>
B-BBEE STATUS LEVEL OF CONTRIBUTION (Per SBD 6.1 below)			Level	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.				
Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form				



**14. PRICING SCHEDULE FOR THE NEW BUILDING & OTHER NRF BUSINESS UNITS**

**SBD 3.2**

**NON-FIRM PRICES  
(PURCHASES)**

**NOTE:**

- Price adjustments will be allowed annually at the periods and times of the anniversary of the contract.
- In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point

PRICES TO BE VALID FOR 365 DAYS FROM THE COMMENCEMENT OF THE CONTRACT.

Item	Description	UNIT PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	Sanitizers Toilet spray units	R
2	Disinfectant and Eco-fresh Urinal solution units	R
3	Air-freshners unit	R
4	Sanitary Bins	R
5	Paper towels unit	R
6	Soap dispenser unit	R
7	Hand-drier unit	R
<b>TOTAL BID PRICE (**(ALL APPLICABLE TAXES INCLUDED)</b>		<b>R</b>

Required by: National Research Foundation

At: National Research Foundation Business Units (e.g. National Zoological Gardens and NRF RISA Building)

Brand and model .....

Country of origin .....

Does the offer comply with the specification(s)? \*YES/NO

If not to specification, indicate deviation(s) .....

Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. \*Delete if not applicable



**15. 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.

**16. 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.

**17. 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
	80/20		80/20
1	20	6	6
2	18	7	4
3	16	8	2
4	12	0 (Non-compliant)	0
5	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

**18. 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.

## **19. Conditions of Contract**

### **19.1. 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.

### **19.2. 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.

### **19.3. 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.

### **19.4. CANCELLATION PRIOR TO AWARDING**

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

### **19.5. LATE BIDS RECEIVED**

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

### **19.6. 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.

### **19.7. CONFIDENTIALITY**

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

### **19.8. VALIDATION OF SUBMITTED DOCUMENTATION**

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

### **19.9. 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.

**19.10. 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.

**19.11. 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

**19.12. 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.

**19.13. 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.

**19.14. 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.

**19.15. 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](http://www.treasury.gov.za)

**19.16. Standards**

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

**19.17. 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.

**19.18. 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.

**19.19. 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.

#### **19.20. 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.

#### **19.21. 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.

**19.22. 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.

**19.23. 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.

**19.24. Transportation**

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

**19.25. 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.

**19.26. 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.

**19.27. 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.

**19.28. 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

**19.29. 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 bid validity extension, as the case may be.

**19.30. Contract amendments**

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

**19.31. 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.

**19.32. 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.

### **19.33. 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.

### **19.34. 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.

### **19.35. 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.

**19.36. 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.

**19.37. 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.



**19.38. 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.

**19.39. 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.

**19.40. 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.

**19.41. 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.

**19.42. Applicable law**

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

**19.43. 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.

**19.44. 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.

**19.45. 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.

**19.46. 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.

## 20. DECLARATION OF INTEREST (SBD 4)

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

- The Contractor 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 Contractor or his/her representative

- Identity Number:

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

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

- Tax Reference Number:

- VAT Registration Number:

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

- |  |     |    |
|--|-----|----|
| • <b>Schedule attached with the above details for all directors/members/shareholders</b> | Yes | No |
|--|-----|----|

- |  |     |    |
|--|-----|----|
| • Are you or any person connected with the 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"> <li>If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Do you, or any person connected with the Contractor, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule.</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Are you, or any person connected with the 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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an attached schedule:</li> </ul>	Yes	No

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

<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		

## 22. 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"> <li>I have read and I understand the contents of this Certificate;</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>I am authorised by the Contractor to sign this Certificate, and to submit the Bid, on behalf of the Contractor;</li> </ul>	Yes	No

<ul style="list-style-type: none"> <li>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;</li> </ul>	Yes	No
<p>For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Contractor, whether or not affiliated with the Contractor, who:</p> <ul style="list-style-type: none"> <li>a) Has been requested to submit a Bid in response to this Bid invitation;</li> <li>b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>c) Provides the same goods and services as the Contractor and/or is in the same line of business as the Contractor</li> </ul>		
<p>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<sup>3</sup> 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"> <li>a) Prices;</li> <li>b) Geographical area where product or service will be rendered (market allocation);</li> <li>c) Methods, factors or formulas used to calculate prices;</li> <li>d) The intention or decision to submit or not to submit, a Bid;</li> <li>e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or</li> <li>f) Bidding with the intention not to win the Bid.</li> </ul>		
<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 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.</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 2004 or any other applicable legislation</p>		
<p><sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.</p>		

### 23. 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 Certificate	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	_____