INVITATION TO BID

SUPPLY, DELIVER, INSTALL AND INDUCTION OF ALL AND/OR SOME OF THE 44 SCIENCE EXHIBITS AT THE COFIMVABA SCIENCE CENTRE IN THE COFIMVABA TOWNSHIP IN THE EASTERN CAPE 79 KM EAST OF QUEENSTOWN

<table>
<thead>
<tr>
<th>Bidder Name:</th>
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<tr>
<td>Bid number:</td>
<td>NRF/SAASTA/11/2019-2020</td>
</tr>
<tr>
<td>Closing date</td>
<td>06 March 2020</td>
</tr>
<tr>
<td>Closing time:</td>
<td>11:00 am</td>
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<tr>
<td>Bid box address</td>
<td>Entrance, DIDACTA Building, 211 Nana Sita Street, Pretoria 24 Hours Accessibility FROM THE STREET</td>
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<td>GPS coordinates:</td>
<td>25° 45'03,30&quot;S &amp; 28° 11'21,42&quot;E</td>
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<td>Envelope addressing</td>
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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation ("NRF") as the juristic legal entity that will contract with the awarded bidder.

Please visit the NRF website (www.nrf.ac.za) for more information.

BACKGROUND TO SAASTA

South African Agency for Science and Technology Advancement (SAASTA) is a business unit of the NRF and its primary function is to advance public awareness, appreciation, and engagement of science, engineering, and technology (SET) in South Africa.

COFIMVABA SCIENCE CENTRE

The Department of Science and Innovation (DSI) is leading an initiative, in collaboration with the Department of Basic Education (DBE) and the Eastern Cape Department of Education (ECDOE) for the development of a new science centre built in Cofimvaba in the Intsika Yethu Local Municipality, Eastern Cape. The science centre is a platform for the introduction of innovative exhibitions and technologies that have been tested in other contexts to improve the quality of learning and teaching in the Cofimvaba School district in the Eastern Cape.

The science centre will advance the DSI's efforts to promote public awareness of and engagement with science. By exciting learners about science, engineering and technology (SET), it will encourage young people to do Mathematics, Science and Technology (MST) at school, and to follow careers in these fields, in this way contributing to the development of the skilled workforce South Africa needs. The four focus areas of the centre will be science engagement, curriculum support for MST, SET career education, and talent nurturing. The centre will accommodate up to 50 000 visitors per annum in school groups.

Cofimvaba is a rural township in the Eastern Cape about 79 km east of Queenstown. It has approximate population of 150 000 with the youth being the largest population. Cofimvaba Township is surrounded by 22 wards in a radius of 120 km with twenty-two (22) schools in the area. The science centre is being built opposite the school called Cofimvaba High School, near the R61 main road.

Beneficiaries of the Science Centre and these exhibits are the visitors inclusive of learners, educators, public and other stakeholders to the science centre.
The Department of Science and Innovation (DSI), through SAASTA is sourcing the third parties (multi-suppliers) that can procure or manufacture the required exhibits which uses various communication platforms to communicate science, technology and innovation, deliver, transport to the science centre and install these at the Cofimvaba Science Centre and verify that the delivered exhibits meet the specifications set out in this document. The required exhibits must be accompanied by user manuals, graphic designs, user instructions, and labels or signage. SAASTA will advise on and approve the final exhibition branding and signage.
**PRE-EVALUATION ELIGIBILITY CRITERIA**

<table>
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<th>Bidder profile</th>
<th>NRF</th>
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<td>1. Minimum status B-BBEE level required</td>
<td>6</td>
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A bidder failing to meet any of the above stipulated pre-evaluation criteria is automatically disqualified.

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**PART A – BID REQUIREMENTS**

**EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS**

1. **Delivery timelines**
   1.1 The bidding supplier must provide clear timelines for completion of all required work from appointment to handover.
   1.2 The bidding supplier must provide a **project plan** for evaluation purposes demonstrating that they can deliver and install the exhibits for at most 90 calendar days after signing the contract form (SBD 7).
   1.3 The bidding supplier has to include the following in its draft project and final project plans,
   
   - timeframes for manufacturing and/or sourcing;
   - timeframes for installation; and
   - timeframes for delivery.
   1.4 SAASTA will negotiate the final project delivery plan with the contracted supplier after the signing of the contract form (SBD 7).

2. **Sub-contracting or panel third parties**
   2.1 SAASTA recognises the tight timelines and that the science exhibit market is a niche market.
   2.2 SAASTA invites suppliers, where it feasible, to sub-contract various exhibits to meet this deadline. Where the supplier is taking the sub-contracting route, the bidding supplier remains the primary contracting party with SAASTA.
3 Supply, delivery, induction and install service

3.1 The bidding supplier provides the full service of supply, deliver, install and induction of the supplied exhibits.

3.2 The delivery requirement for each exhibit, in addition to the actual exhibit, is the exhibition user manual, graphic design, furnishing, signage, user instructions and labels of an interactive exhibition.

3.3 The contracted supplier supplies a detailed technical maintenance manual for each exhibit disclosing as a minimum the dimensions, layout, positioning of various items or parts of the exhibit, material to be used in assembling, and placing signage.

4 Branding

4.1 SAASTA advises and approves the final exhibition branding and signage specifications that the contracted supplier must use on the exhibits being supplied.

5 Manufacturing qualification

5.1 The bidding supplier must have a workshop in South Africa, (if manufacturing exhibits) and provide a location of the workshop or if procuring exhibits, a letter of intent from the third party must be supplied with the bid submission and due diligence will be done on the third party.

5.2 The bidding supplier must have the tools, woodworking/steel working/electronics and equipment that can manufacture the required exhibitions and any spare components when the exhibits are in use.

5.3 SAASTA, as part of its technical evaluation, will qualify the bidding supplier’s manufacturing facility (where appropriate for suppliers who are manufacturing exhibits) through physical inspection. These site visits are after the evaluation of the bidding supplier’s submitted technical documentation. SAASTA disqualifies a bidding supplier where their technical submission evidence does not support their ability and capacity to produce the exhibits within the time frame. Only those third parties that meet the technical specification and the qualification site visit will be entered into the price competition.

6 Technical Specification of the exhibits

Hereunder a list of exhibits and their minimum technical specification:

- **Exhibit 1 - Solar system – OUTDOOR SCALE MODEL EXHIBIT:**
  i A scale-model exhibit of Solar System to be placed outside the Science Centre building.
  ii the real sizes of our Solar System (planets’ diameters and distances from the Sun) must be scaled down to fit a space of 40 meters.
  iii Each planet must be accompanied by the information about it such as its composition, diameter, distance from the Sun, number of moons, its year, etc.
  iv the material should be durable and be able to survive the outdoor conditions

- **Exhibit 2 - Telescopes (Radio and Optical):**
  i Demonstrates how the radio telescopes operate.
  ii Demonstrates the application of optics, and light using mirrors and lenses.
• **Exhibit 3 - Courtyard sundial:**
  i  Demonstrates how to determine the time by using the sun/shadow.
  ii  Demonstrates how to apply a correction factor for the given longitude and latitude.

• **Exhibit 4 - Phases of the moon**
  i  Demonstrates the interactions of the moon and the Sun.
  ii  Must show the crescent, half-moon and full-moon phases from different viewpoints.

• **Exhibit 5 - Telescope viewer**
  i  Demonstrates the working of the lenses in an optical telescope.
  ii  Must have two (2) lenses.
  iii  Must have two (2) lasers.
  iv  The top laser when activated shines its light through the first lens. The lens must divert the light down to project onto the second lens.
  v  The bottom laser when activated shines its light through the first lens. The lens must divert the light up to project onto the first lens.
  vi  The second lens diverts the light parallel to its original path onto the eye.

• **Exhibit 6 - Interactive space explorer (VR):**
  i  Must explore the surface of a planet, moon or asteroid.
  ii  Must allow the visitor to discover for themselves all the aspects of the planet's history, atmosphere and terrain e.g. Lobate Scarp of Mercury or Olympus Mons on Mars
  iii  Must be a 3D model.
  iv  Must be the interactive with the visitor.
  v  Must give an animated trip to the selected planet, moon or asteroid

• **Exhibit 7 - Dish satellite demonstration:**
  i  Demonstrates how the satellite dish works as a special kind of antenna designed to focus on a specific broadcast source.
  ii  Must consist of a parabolic (bowl-shaped) surface and a central feed horn – refer to SARAO website for examples.
  iii  Must allow the visitor as the controller to transmit a signal through the horn with the dish focusing the signal into a relatively narrow beam clear to the visitor.

• **Exhibit 8 – Plant and animal cells:**
  i  Demonstrates the basic structure and make up of an animal cell.
  ii  Demonstrates the basic structure and make up of a plant cells.

• **Exhibit 9 – Genetics DNA – RNA sequencer:**
  i  The exhibit should be able to demonstration of the process and information flows from DNA →RNA → protein, a directional relationship known as the **central dogma** of molecular biology;
ii Decoding genetic messages is transcription, during which a nucleotide sequence is copied from DNA to RNA. The next step is to join amino acids together to form a protein;

iii Mutation

iv The exhibit can be presented on digital platform or normal physically.

- **Exhibit 10 - DNA multicolour model:**
  i The molecular models of DNA structures must represent and demonstrate the molecular geometry and topology of deoxyribonucleic acid molecules using one of several means.
  ii Must simplify and present the essential, physical and chemical, properties of DNA molecular structures.

- **Exhibit 11 - Science and the use of microscope:**
  i Must demonstrate how lenses are used to magnify an object so that it can be seen through the naked eye.
  ii Must demonstrate the components and the functioning of a microscope.

- **Exhibit 12 - Interactive periodic table:**
  i Must demonstrate the periodic table as currently published by IUPAC.
  ii Must be interactive by the user.
  iii Must demonstrate interactive chemical elements through a touch table interface.
  iv Must demonstrate the virtual chemistry lab by having an object recognition table providing a safe low cost alternative to the standard chemistry laboratory in schools and science centre environments.
  v The virtual chemistry lab’s contents are customised by the appointed supplier

- **Exhibit 13 - Living planet/digital planet**
  i Must present the visiting user with an interactive 3D view of Earth,
  ii Must allow users to navigate through time and see how the continents have shifted and formed.
  iii The globe must demonstrate phenomena such as Circulation, El Nino’s, Tsunamis, Ocean Productivity, Hurricanes among others, including habitableness of the planet in the solar system. Dynamics as triggered by Air - Sea interactions, Earth’s crust and impacts on land can also easily be displayed on this Globe.
  iv Must give an animated trip to the selected planet, moon or asteroid.

- **Exhibit 14 – LAB Quest – Hand Grip Heart Rate Monitor kit**
  i For checking heart rate to reduce heart attacks
  ii Motion detector
  iii Measure carbon dioxide in a container
  iv Motion detector and
  v Sound

- **Exhibit 15 – GPS Demonstrator**
  i Ever wondered how a GPS receiver is able to determine your location on earth? Basically the receiver in your hand determines the amount of time a radio signal travels from a satellite with a known location. A signal from three satellites with known locations is needed to determine the co-ordinates of the receiver. If the altitude information is also needed, a fourth satellite is needed. GPS satellites orbit the earth in such a way that there is always at least four satellites visible anywhere on earth.

- **Exhibit 16 – MakerBot Replicator Mini Compact 3D Printer or similar:**
  i this printer must also be operated virtually on a smartphone with an applicable App
  ii Features:
    o Replica Smart Extruder
    o On Board Camera
• **Exhibit 17 - Head on a plate:**
  i. This Exhibit demonstrates optical illusion

• **Exhibit 18 – Robot**
  i. 5-Degree of Freedom (DOF) robotic arm which is used to demonstrate different applications such as
     - Picking-up of stuffs, sensing different colours,
  ii. where the position of the joints are controlled by the user (interactivity)
  iii. Using light material (preferably - Aluminium due to its characteristics such as light weight, do not wear out easily, cheaper and machining is easier).
     - It can be used on both – table-top and/or floor, and have a size of about 1 – 1.2m height.

• **Exhibit 19 - Integrated alternative energy (solar, wind, hydro, etc.)**
  i. Must demonstrate the integration of solar, wind, hydro, etc. energy sources
  ii. Must demonstrate how each energy source works, and contribution to the system.
  iii. Must have meters to show the amount of energy produced by each source. voltage, amps, wattage
  iv. Must demonstrate the connection from different sources into one supply

• **Exhibit 20 - Energy saving demonstration:**
  i. Must demonstrate how incandescent lamp that consumes more electric energy than the light
  ii. Must demonstrate how emitting diodes (LEDs) counterpart works.
  iii. Must demonstrate the two systems through meters.

• **Exhibit 21 - Paleo science exhibit :**
  i. A dinosaur like Dracovenator (the dinosaur itself is about 9 m long and 3 m tall Mammal ancestors like: Like a Gorgonopsian, Aulacepheladon)
  ii. Reconstruction of a dig with a skeleton half emerged from the rock and the tools used for the excavation.
  iii. A touch table with real fossils and information about the fossils
  iv. Build a dinosaur puzzles (table with sliding puzzle pieces that the learners can assemble)
  v. 16 A0 colour posters:
     - What are fossils and artefacts?
     - What are the different types of fossils?
     - How do we know how old fossils and artefacts are?
     - The movement of the continents
     - South Africa’s wonderful palaeoscience heritage
     - Early life in South Africa
- Early life in South African Oceans
- The four legged fish of Makhanda
- The great coal swamps
- Mammal ancestors of the Karoo
- Karoo dinosaurs
- Dinosaurs and plants in the Eastern Cape
- When bears roamed Africa (West Coast Fossil Park)
- Extinctions past and present
- Climate change past and present
- What are the palaeosciences, what jobs can I get, and where can I study?

- Exhibit 22 - Electromagnetic spectrum:
  i. This is a digital platform to demonstrate the functionality of electromagnetic spectrum with the minimum being that in the diagram below.

  ![Electromagnetic Spectrum Diagram]

  ii. The exhibit top is equal or less than 600 mm by 300mm.

  iii. The exhibit height is a minimum of 600mm and a maximum of 1000mm.

  iv. Must have a continuum of all electromagnetic waves arranged according to frequency and wavelength as per the diagram below.
v Must demonstrate that the sun, earth, and other bodies radiate electromagnetic energy of varying wavelengths.

vi Must demonstrate that electromagnetic energy passes through space at the speed of light in the form of sinusoidal waves.

- **Exhibit 23 - Measurements and weights:**
  i Must demonstrate the diversity of units.
  ii Must display devices and instruments used over the course of history.
  iii Must include one of the existing few copies of the prototype metre
  iv Must examine volume, weight and distance measurement

- **Exhibit 24 - Doppler effect:**
  i Must have an explanation of the Doppler Effect.
  ii Must demonstrate using an ultrasound wave.
  iii Must demonstrate using a traffic/speed camera.
  iv Must demonstrate using the example of the depth of the sea.
  v Must be an A1 display.
  vi Must run its demonstrations on the 600mm table.

- **Exhibit 25 - Dizzy viewer:**
  i Must have a viewer that uses prisms (45ºx45ºx90º) as mirrors.
The mirrors must reflect the image from the left view to show on the right eye and from the right view to show on the left eye.

Must show: “When you look through the dizzy viewer at your feet, your left eye will see your right foot and your right eye will see your left foot .... sounds crazy but it is true!”.

Must have a circle board with diameter of approximately 122 cm

The board has an up straight pole of approximately 140 cm.

Minimum size of the viewer of approximately 15 X 15 X 10 cm

Exhibit 26 - Drone:

Must be a high-end drone.

Must have features give it icon status.

Revolutionary from one propeller to the other.

Must be trail blazing a new direction in the drone market and opens our world to new perspectives.

Must be equipped with high-performance capabilities, with a contemporary design with a metallic finish that doubles as both sophisticated and ergonomic.

Must be able to take pictures and video in higher resolutions, and feed live to the laboratories in the centre

Exhibit 27 - Infrared communicator:

The communicator must transmit sound by modulating infrared light.

Must have a slot for placing a hand in to interrupt the transmission.

Must have the infrared light visible to the cameras available on a cell phone.

Dimensions: between 400 – 500 cm² (base) x 15 – 20 cm (height)

Exhibit 28 - Outside rope puzzle:

Must move a ring from left to the right loop or vice versa.

Dimensions of puzzle: 1600 – 2000 cm² (base) X 80-100 cm (length)

Exhibit 29 – Stirling engine:

Must demonstrate a heat engine operating by cyclic compression and expansion of air or other gas.

Must demonstrate the working fluid, at different temperature levels such that there is a net conversion of heat energy to mechanical work

Dimensions of Stirling Engine: 1600 - 2000 cm² (base)X 50 - 70 cm

Exhibit 30 - Tesla coil:
i Must demonstrate a type of resonant transformer circuit that is used to produce high voltage, low current, and high frequency alternating current electricity.

ii Must discharge the generated electricity via a metal dome

iii Dimensions of the Tesla Coil: 1600 - 2000 cm² (base) X 50 - 70 cm

- **Exhibit 31 - Whispering dishes**:

  i Must demonstrate the following: each ring is positioned at the focal point of each Whisper Dish. When you speak into the ring, your voice reflects off your Whisper Dish and travels directly to the other Whisper Dish. There, your voice is collected and focused into your partner's ear.

  Dimensions: 1000 – 1500 cm² (base) X 50 - 70 cm

- **Exhibit 32 – Bernoulli blower**:

  i Must have a ball seemingly hanging in the air without any visible means of support. When the fast moving air meets the ball, it is just like an aeroplane wing moving quickly through the air. A wing is shaped and angled so that the air moves faster over the top of its surface than under the bottom surface. The beach ball hangs low in the air stream so that the same thing happens – the air flows faster over the top. You can feel this with your hand.

  ii Must be pyramid shaped

  iii Dimensions of the Blower: 8000 – 10 000 cm² (base) x 80 – 100 cm (height)

- **Exhibit 33 – Pedal of power (dynamo)**:

  i Must demonstrate pedal power is the transfer of energy from a human source through the use of a foot pedal and crank system.

  ii Must demonstrate less commonly pedal power used to power agricultural and hand tools and even to generate electricity

  iii Must demonstrate alternative energy where power is generated by peddling (kinetic energy) and used to power different devices, such as a radio or a fan.

  iv Must be in the form of bicycle

  v Dimensions: 1500 – 2000 cm² x 150 – 200 cm (height)

- **Exhibit 34 - Universal scale (from atom to the observable universe)**:

  i Must demonstrate the nature of the human scale (and size).

  ii Must compare humans with other bodies in the Universe from an atom to a galaxy

  iii Must have ratios of different scales as a tool for understanding scale independently of an egocentric world view
- **Exhibit 35 - Constellation puzzle:**
  i. Must demonstrate the different constellations, visible in each season, from the Southern Hemisphere.
  ii. Must have a constellation puzzle for spring.
  iii. Must have a constellation puzzle for autumn.
  iv. Must have a constellation puzzle for winter.
  v. Must have a constellation puzzle for summer.
  vi. Dimension of each season puzzle 90 x 90 cm.

- **Exhibit 36 - Steady hands:**
  i. Must test the steadiness of the visitor's hand.
  ii. The Aluminium metal is mounted on top of the table.
  iii. Table dimension 10 000 cm² x 20 – 25 cm.

- **Exhibit 37 - Infinity mirror:**
  i. Must have a small hole on the side of the exhibit.
  ii. Must demonstrate the following: Close one of your eyes and with the other look through the hole. The illusion that there is an infinite number of tractors is caused by the two mirrors that are reflecting the image of the tractor back and forth till the image is so small that you can't make out what it is 45.3. Must be mounted on the square table.

- **Exhibit 38 - Bio innovation strategy model:**
  i. Must demonstrate African Medicines and their value in treating various diseases like HIV/AIDS diabetes and TB.
  ii. Must demonstrate African Medicines and their value as herbal medicines.
  iii. Must demonstrate African Medicines and their value as cosmeceuticals skin-care, oral-care and antihair loss.
  iv. Must demonstrate African Medicines and their value as nutraceuticals i.e. Indigenous plants as food supplements e.g. indigenous leafy vegetables such as Amaranthus, Cleome, Black Jack and Cowpea.
  v. Must raise health awareness on indigenous plants and their use as beverages for e.g. tea, coffees and cold beverages.

- **Exhibit 39 – Hand battery:**
  i. Must consist of an ammeter calibrated to micro ampere, a copper plate and zinc plate.
  ii. Must by placing your hands on the metal plates causes an electrical variance.

- **Exhibit 40 – Induction demonstration:**
i Must consist of three transformers.
ii One transformer must have a concrete hall connected between its two ends.
iii One transformer must have a wax filled bucket around its core.
iv One transformer must have two aluminium rings around its core.

- **Exhibit 41 – Ohm's law:**
  i Must demonstrate when the physical conditions such as temperature, pressure, mechanical strain,
  ii etc., remain the same, the current (I) flowing through a conductor is directly proportional to the potential
difference (V) across the conductor. Mathematically, \[ I = \frac{V}{R} \] or \[ V = IR \] or \[ R = \frac{V}{I} \]

- **Exhibit 42 - Mathematical and general science puzzles:**
  i Pythagora’s puzzle
  ii Tangram puzzle
  iii Shunting puzzle
  iv Pythagora’s puzzle
  v Tangram puzzle
  vi Hinged triangle
  vii Magic triangle
  viii Card frame
  ix T puzzle
  x Magic square
  xi Mathematical puzzle must have 16 squares and 5 colours for the following:
  xii Vanishing candle Puzzle
  xiii Tower of Hanoi Puzzle
  xiv Arrow Loop Puzzle
  xv Binary Puzzle
  xvi Card Frame Puzzle
  xvii Hexagon Maze Puzzle
  xviii Magic Egg Puzzle
  xix Pentomino Puzzle
  xx Seven Segment Puzzle
  xxi Stomachion of Archimedes
  xxii Clock puzzle
  xxiii Tessellations Puzzle
• **Exhibit 43 Digital planetarium**:
  i. Must have a dome measuring a minimum of 6m
  ii. Must have 3 Ring Portable Planetarium (including blowers)
  iii. Must have projector similar or equivalent to DLP PANASONIC PT-D570E *(Digitarium Zeta Portable Digital Planetarium System)* or similar

• **Exhibit 44 - Energy Saving Demonstrator**
  i. Incandescent lamps that consumes more electric energy than the light-emitting diodes (LEDs) counterpart on the right as illustrated by the meters. (based on the pictures)

7. **Maintenance of exhibits**

• The Cofimvaba Science Centre manages the exhibits and maintains these for use by visitors.

• The NRF reserves its rights to cede this contract to the Eastern Cape Department of Education after final verification, payment, and handover of all the exhibits has been made by SAASTA.

• The Cofimvaba Science Centre as needed will obtain quotations for any future repair, spare parts, or servicing from the appointed supplier.

• The Cofimvaba Science Centre will issue written purchase orders, will verify with the appointed supplier the completion of all obligations in the purchase order, and will pay the resultant invoice.

8. **Verification of the initial exhibits**

• The appointed supplier notifies SAASTA when all the exhibits have been installed at the Cofimvaba Science Centre.

• SAASTA contract manager will arrange the verification session with the appointed supplier.

• The appointed supplier will demonstrate each installed exhibit to the SAASTA verification team and demonstrate each exhibit meets the specifications.

• The SAASTA contract manager has final verification authority to manage the performance of the supplier’s obligations in this contract. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost, and total value on the same signed document.

• The appointed supplier will correct any defect agreed upon by both parties from the verification session.

• The appointed supplier will notify SAASTA when the corrected exhibit is available for verification.

• SAASTA will only pay for those exhibits where SAASTA and the appointed supplier have agreed that the exhibit meets the specifications.
• The appointed supplier will rectify any non-compliance at their facilities.
• The appointed supplier and the SAASTA contract manager will confirm in writing when applying a two stage verification process.
• The first stage of such verification process is upon notification that the exhibits are manufactured at the appoint supplier’s facility, the SAASTA contract manager and the verification team will conduct the verification at the manufacture facility. Exhibits not passing verification is corrected at that facility and re-verified. The appointed supplier will only transport exhibits to the Cofimvaba Science Centre when in possession of the SAASTA’s approval to ship.
• After installation at the Cofimvaba Science Centre, the second stage will be as stated in 53.2, 53.3, 53.4, and 53.5.

9. Packaging
• The appointed supplier will pack the exhibits protecting against any risks to the exhibits.
• Transfer/hand over from SAASTA to the Cofimvaba Science Centre
• The appointed supplier, the Cofimvaba Science Centre’s management, a representative of the Eastern Cape Department of Education, and SAASTA will conduct the handover of the installed exhibits to the management of the Cofimvaba Science Centre.
• The Cofimvaba Science Centre’s management will record the handed over exhibits into their asset register and will provide SAASTA with a signed copy of such as evidence of SAASTA having performed their obligations to the Cofimvaba Science Centre.

10. Provision of the exhibition warranty for 12 months
• The appointed supplier provides a one (1) year warranty as per this contract.
• Bidders must provide the requisite documents that substantiate their responses to these specifications
DUE DILIGENCE

1 Evidence of the ability to perform the contract.

1.1 Three (3) written references from customers, either in the format provided in this document or in another format that must cover the areas of risk set out in the reference template. The references must contain the contact details of each customer providing the reference. The references must be from customers where the bidder has completed work in supplying science exhibits within the last thirty-six months.

1.2 The bidder provides as annexure to the Supplier Information section a document detailing further information with the minimum being:

1.3 The number of years that each employee has been building science exhibits with the minimum of one year.

1.4 The total number of experience years of all employees with the minimum total aggregate being three years.

1.5 The total number of years been in the business of designing and manufacturing interactive science exhibits whether in the current legal entity or in the current and its previous incarnations with a minimum of three years.

1.6 The customer list listing the customers by the number of exhibits produced for them and the total revenue earned from that customer.

1.7 Cvs of the management of the bidder with their technical qualifications and statement which qualification demonstrates that they have a good understanding of science and technology concepts as well as a good understanding of interactive exhibits.

2 Ethical requirements

2.1 The bidder must confirm that there are no interests with the NRF, has clean business practices, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, SBD 8, and SBD 9 forms.

CONTRACT PERIOD

The contractual period for this bid is 14 months. Commencement will be date of final signature on the SBD 7 Contract Signing Form.

CONTRACT MANAGEMENT
1 Contract manager
   1.1 The SAASTA contract manager is Mr Shadrack Mkansi.
   1.2 The appointed supplier provides the name and contact details of their contract manager upon signing
       the contract to SAASTA.
   1.3 SAASTA will provide contact details to the appointed supplier.
   1.4 Where either party changes the contract manager, they must advise the other party within 5 working
       days.
   1.5 The appointed supplier at all times receives instructions from the SAASTA contract manager until
       such time that SAASTA hand over the installed exhibits to the Cofimvaba Science Centre’s
       management.

2 Updating of delivery management
   2.1 The appointed supplier will update the SAASTA contract manager weekly on progress against the
       agreed final project delivery schedule.

3 Contract management meetings
   3.1 A meeting between the appointed supplier and the SAASTA contract manager shall take place within
       one week of signing the contract to confirm the final agreed specification and to finalise the project
       delivery schedule for the exhibits. Both parties will agree to a schedule of contract meetings to
       manage the delivery of these exhibits.
   3.2 SAASTA contract manager will issue purchase orders for each work package as a project control tool
       to monitor the execution until the project is completed.
   3.3 All correspondence between all parties must include the contract number and the relevant purchase
       order.
   3.4 The appointed supplier and/or the SAASTA contract manager will arrange additional contract meeting
       where operational issues require such meetings outside of the agreed scheduled meetings.
   3.5 The appointed supplier will generate and circulate the draft minutes recording important decisions for
       review by the SAASTA contract manager within seven working days from the date of that held
       meeting.
   3.6 The appointed supplier and the SAASTA contract manager approve the minutes in writing within ten
       working days of the previous meeting date.

4 Payment management
   4.1 Payment terms are within 30 working days of receipt of invoice issued following successful verification
       as set out in this document. Invoices are accompanied by the SAASTA contract manager and
       appointed supplier signed delivery performance documents stating acceptance of quantity,
       acceptance to specification, and unit pricing in agreement with the contract and any purchase orders
       issued in terms of the contract.
   4.2 It is in the interests of the appointed supplier to adhere to these to receive prompt payment. Any
       losses incurred through exchange rate variations or interest charged on late payment will be charged
       to the appointed bidder where these costs arose from non-adherence to the above.
5. Termination for default (General Condition of Contract Clause No: 23)

5.1 In the event of the non-performance as per the agreed contract, SAASTA will appoint an alternative at the cost of the appointed supplier. The defaulting supplier is obliged to settle the damages/additional costs that SAASTA has incurred as result of the non-performance of the appointed bidder.

6. Occupational Health and Safety when working on NRF sites:

6.1 All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

6.2 Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

6.3 The appointed bidder, once signing the contract (SBD 7 and the NRF’s Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.

6.4 To this end, the appointed bidder shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.

6.5 The appointed bidder maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

6.6 The NRF manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder’s team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder’s health and safety file.

7 Original bid documents for contract signing

7.1 The sets of original bid documents in hard copy format (paper document) serves as the original master set for the legal contract document between the contracting parties. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The master set has the originals or certified copies of any certificates stipulated in this document attached.

8 Managing service levels

8.1 Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.

8.2 Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.
8.3 The appointed supplier and the SAASTA contract manager measure delivered performance against these performance levels.

8.4 Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.

8.5 Both parties will monitor the corrective actions.

8.6 Both parties will assess the applicability of penalties to the incurred poor performance and apply these.

8.7 The service performance levels are:

8.8 Sourcing/manufacturing; verification, delivery and installation; defect correction; repairs including spares

<table>
<thead>
<tr>
<th>Service</th>
<th>Measurement methodology</th>
<th>Penalty trigger level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sourcing/ manufacturing</td>
<td>Determination of number of days exceeded after agreed timeline dates</td>
<td>Exceeding the agreed due date by five working days</td>
<td>1% of total contract value for all 45 exhibits. Escalating to 3% for the each five working days after the first five working days</td>
</tr>
<tr>
<td>Delivery and installation</td>
<td>Determination of number of days exceeded after agreed timeline dates</td>
<td>Exceeding the agreed due date by five working days</td>
<td>1% of total contract value for all 45 exhibits. Escalating to 3% for the each five working days after the first five working days</td>
</tr>
<tr>
<td>Verification to specifications</td>
<td>Verification procedure as set out in document</td>
<td>Any defects to the specification not corrected within five working days</td>
<td>5% of price of the specific exhibit. Escalating to 6% for the each five working days after the first five working days</td>
</tr>
</tbody>
</table>

**GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 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 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.

### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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 noncompetitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” mean 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, 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.

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

1.18 “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related valueadding activities.

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
### GCC 2 Application

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.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### GCC 3 General

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.

3.2 With certain exceptions (National Treasury’s eTender website), 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

### GCC 4 Standards

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

### GCC 5 Use of contract documents and information

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

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.

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.

### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

### SCCSA Copyright and Intellectual Property
**Intellectual property** refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

**Background intellectual property** is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.

**Contract intellectual property** is defined as intellectual property created by the parties to this contract for and in the execution of the contract.

All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendendum to this contract.

Both parties to this contract shall keep the intellectual property created during this contract confidential and shall carry out its confidentiality obligations as set out in this document.

The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.

The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.

The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.

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**SCCB Confidentiality**

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:

a) Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF’s prior written consent.

b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or

c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to:

a) Disclose the confidential information to any third party, or

b) Use the confidential information other than as may be strictly necessary for the execution of the contract, or

c) The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

a) Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF;

b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;

c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or

d) Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

a) All written disclosures received from the NRF;

b) All written transcripts of confidential information disclosed verbally by the NRF; and
### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

<table>
<thead>
<tr>
<th>SCC5C</th>
<th>Copyright and Intellectual Property</th>
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<tbody>
<tr>
<td></td>
<td>The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.</td>
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<tr>
<th>GCC6</th>
<th>Patent rights</th>
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</thead>
<tbody>
<tr>
<td>6.1</td>
<td>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.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>GCC7</th>
<th>Performance security</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Within thirty days (30) 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.</td>
</tr>
<tr>
<td>7.2</td>
<td>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.</td>
</tr>
<tr>
<td>7.3</td>
<td>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:</td>
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<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>7.3.2 cashier’s or certified cheque.</td>
</tr>
<tr>
<td>7.4</td>
<td>The performance security will be discharged by the purchaser and returned to the supplier within 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.</td>
</tr>
</tbody>
</table>

| SCC   | An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit. |

<table>
<thead>
<tr>
<th>GCC8</th>
<th>Inspections, tests and analyses</th>
</tr>
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<tbody>
<tr>
<td>8.1</td>
<td>All pre-bidding testing will be for the account of the bidder.</td>
</tr>
<tr>
<td>8.2</td>
<td>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 purchaser or an organization acting on behalf of the purchaser.</td>
</tr>
<tr>
<td>8.3</td>
<td>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.</td>
</tr>
<tr>
<td>8.4</td>
<td>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.</td>
</tr>
<tr>
<td>8.5</td>
<td>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 supplier shall defray the cost in connection with these inspections, tests, or analyses.</td>
</tr>
<tr>
<td>8.6</td>
<td>Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</td>
</tr>
<tr>
<td>8.7</td>
<td>Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</td>
</tr>
<tr>
<td>8.8</td>
<td>The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</td>
</tr>
</tbody>
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### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- **Packing**

  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 at all points in transit.

- **Delivery and Documentation**

  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.

  10.2 Documents submitted by the supplier specified in SCC.

- **Insurance**

  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.

  SCC No special condition applicable, unless specified elsewhere in this document.

- **Transportation**

  12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

  SCC No special condition applicable, unless specified elsewhere in this document.
The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
13.1.5 Training of the purchaser’s personnel, at the supplier’s plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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.

SCC The above services with any further provision for such service made elsewhere in this document is applicable and valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.

GCC14 Spare parts

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:

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
14.1.2 In the event of termination of production of the spare parts:
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
14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

GCC15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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

SCC No special condition applicable, unless specified elsewhere in this document.
16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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.

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.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

SCC Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract.

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.

SCC No additional special conditions other than stated in the price section in this document.

GCC18 Contract amendment

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.

GCC19 Assignment

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.

GCC20 Subcontract

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.

GCC21 Delays in supplier’s performance

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.

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.

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.

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.

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.

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.
### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

**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.

**GCC23** 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 Authority will, at the discretion of the Accounting 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 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 ten (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** Anti-dumping and countervailing duties and rights

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.
### GCC25  Force Majeure

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.

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.

### GCC26  Termination for insolvency

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.

### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

#### GCC27  Settlement of disputes

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.

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.

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.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

#### GCC28  Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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.

#### GCC29  Governing language

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.

#### GCC30  Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

#### GCC31  Notices

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.
| 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 |
| GCC32 | Taxes and duties |
| 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. |
| 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. |
| 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 |
| GCC33 | 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. |
| GCC34 | Prohibition of restrictive practices |
| 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). |
| 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. |
| 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. |
## EVALUATION CRITERIA FOR THE BID

<table>
<thead>
<tr>
<th>Document description</th>
<th>Reference to bidder’s document</th>
<th>Weight</th>
<th>Criteria</th>
<th>Grading Scheme</th>
<th>Bid Section Reference</th>
<th>SCM Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed SBD 6.1</td>
<td></td>
<td>Mandatory</td>
<td>Is the bidder claiming preference point for the price competition?</td>
<td>Yes/No</td>
<td>Section 2.1 Page 17 &amp; Pages 39 to 42</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 4</td>
<td></td>
<td>Mandatory</td>
<td>Do the bidder and its directors have any interest in government?</td>
<td>Yes/No</td>
<td>Section 2.1 Page 17 &amp; Pages 38 to 39</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 8</td>
<td></td>
<td>Mandatory</td>
<td>Has the bidder declared any performance issues with government?</td>
<td>Yes/No</td>
<td>Section 2.1 Page 17 &amp; Pages 42 to 43</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 9</td>
<td></td>
<td>Mandatory</td>
<td>Did the bidder independently determine its bid?</td>
<td>Yes/No</td>
<td>Section 2.1 Page 17 &amp; Pages 43 to 44</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 3</td>
<td></td>
<td>Mandatory</td>
<td>Did the bidder submit its pricing schedule in the specified format (1 or more exhibits)?</td>
<td>Yes/No</td>
<td>Pages 30 to 33</td>
<td></td>
</tr>
<tr>
<td>Signed SBD 1</td>
<td></td>
<td>Mandatory</td>
<td>Has the bidder signed the SBD 1?</td>
<td>Yes/No</td>
<td>Page 45</td>
<td></td>
</tr>
<tr>
<td>Document description</td>
<td>Reference to bidder’s document</td>
<td>Weight</td>
<td>Criteria (All criteria are weighted equally to each other)</td>
<td>Grading Scheme</td>
<td>Bid Reference</td>
<td>Section Reference</td>
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</tr>
<tr>
<td>Location of manufacturing facility or letter of intent from third party to supply the exhibits</td>
<td>Mandatory</td>
<td>Location of the manufacturing facility for site visit OR letter of intent from third party to supply exhibits. For those bidders who are manufacturing exhibits, a site inspection will be conducted prior to price evaluation</td>
<td>Yes/No</td>
<td>Section 5 Pages 6 to 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evidence as specified for the exhibit</td>
<td>Mandatory</td>
<td>Does the bidder demonstrate the ability to supply the exhibits to specification?</td>
<td>Yes/No</td>
<td>Section 6 Page 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference letters</td>
<td>Mandatory</td>
<td>Did the bidder provide three references from their customers for work done in supply of exhibits (one company serves as one reference)?</td>
<td>Yes/No</td>
<td>Section 1.1 Page 17 &amp; Pages 44 to 45</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**BIDDER MEETING ALL TECHNICAL EVALUATION REQUIREMENTS ABOVE WILL BE CONSIDERED FOR SITE INSPECTION**

<table>
<thead>
<tr>
<th>Site inspection</th>
<th></th>
<th>Does the bidder have a functional workshop for exhibit manufacturing?</th>
</tr>
</thead>
</table>

**BIDDER IS ABLE TO DELIVER THE SPECIFICATION?**

| YES - PASS TO PRICING | NO - DISQUALIFIED |
### PART B – PRICING

#### PRICING REQUIREMENTS FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined BY THE BIDDER in the response and such adjustments are in accordance with the rules stated below:

1. **Applicability of quoted prices:** All quoted prices are applicable throughout the contract period unless price adjustments are specified.

2. **Price Quotation Basis:** Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price.

3. **Value Added Tax:** Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.

4. **Contract Price Management during the contract:** Where appropriate, written purchase orders will be issued authorising the specific set or package of deliverables inclusive of the delivery dates for that set or package of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.

   The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the expiry/completion date of the contract.

5. **Delivery Points are:** Cofimvaba Science Centre

6. **Calculating the Bid Ceiling Price:** SAASTA has provided the exact required quantities for calculating the bid ceiling price that allows for a fair and equal comparison equitable to all bidders for award selection. In this instance the price and B-BB EE evaluation will be applied per exhibit tendered for

7. **Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.
<table>
<thead>
<tr>
<th>No</th>
<th>QTY</th>
<th>NAME OF EXHIBITS</th>
<th>UNIT PRICE</th>
<th>TOTAL (including VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Solar system</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>1</td>
<td>Telescopes (Radio and Optical)</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>1</td>
<td>Courtyard sundial</td>
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<tr>
<td>4</td>
<td>1</td>
<td>Phases of the moon</td>
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<tr>
<td>5</td>
<td>1</td>
<td>Telescope viewer</td>
<td></td>
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<tr>
<td>6</td>
<td>1</td>
<td>Interactive space explorer (VR)</td>
<td></td>
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<tr>
<td>7</td>
<td>1</td>
<td>Dish satellite demonstration</td>
<td></td>
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<tr>
<td>8</td>
<td>1</td>
<td>Plant and animal cells</td>
<td></td>
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<tr>
<td>9</td>
<td>1</td>
<td>Genetics DNA – RNA Sequencer</td>
<td></td>
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<tr>
<td>10</td>
<td>1</td>
<td>DNA multicolour model</td>
<td></td>
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<tr>
<td>11</td>
<td>1</td>
<td>Science and the use of microscope</td>
<td></td>
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<tr>
<td>12</td>
<td>1</td>
<td>Interactive periodic table</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>1</td>
<td>Living planet / digital planet</td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td>1</td>
<td>LAB Quest – Hand Grip Heart Rate Monitor kit</td>
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<tr>
<td>15</td>
<td>1</td>
<td>GPS Demonstrator</td>
<td></td>
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<tr>
<td>16</td>
<td>1</td>
<td>MakerBot Replicator Mini Compact 3D Printer</td>
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<tr>
<td>17</td>
<td>1</td>
<td>Head on a plate</td>
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<tr>
<td>18</td>
<td>1</td>
<td>Robot</td>
<td></td>
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<td>19</td>
<td>1</td>
<td>Integrated alternative energy (solar, wind, hydro, etc)</td>
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<tr>
<td>20</td>
<td>1</td>
<td>Energy saving demonstration</td>
<td></td>
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<tr>
<td>21</td>
<td>1</td>
<td>Paleoscience exhibit</td>
<td></td>
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<tr>
<td></td>
<td>Description</td>
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<tr>
<td>22</td>
<td>Electromagnetic spectrum</td>
<td></td>
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<tr>
<td>23</td>
<td>Measurements and weights</td>
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<tr>
<td>24</td>
<td>Doppler effect</td>
<td></td>
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<tr>
<td>25</td>
<td>Dizzy viewer</td>
<td></td>
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<tr>
<td>26</td>
<td>Drone</td>
<td></td>
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<tr>
<td>27</td>
<td>Infrared communicator</td>
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<tr>
<td>28</td>
<td>Outside rope puzzle</td>
<td></td>
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<tr>
<td>29</td>
<td>Stirling engine</td>
<td></td>
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<tr>
<td>30</td>
<td>Tesla coil</td>
<td></td>
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<tr>
<td>31</td>
<td>Whispering dishes</td>
<td></td>
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<tr>
<td>32</td>
<td>Bernoulli blower</td>
<td></td>
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<tr>
<td>33</td>
<td>Pedal of power (dynamo)</td>
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<tr>
<td>34</td>
<td>Universal scale (from Atom to observable Universe)</td>
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<tr>
<td>35</td>
<td>Constellation puzzle</td>
<td></td>
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<tr>
<td>36</td>
<td>Steady hands</td>
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<tr>
<td>37</td>
<td>Infinity mirror</td>
<td></td>
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<tr>
<td>38</td>
<td>Bio innovation strategy model</td>
<td></td>
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<tr>
<td>39</td>
<td>Hand battery</td>
<td></td>
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<tr>
<td>40</td>
<td>Induction demonstration</td>
<td></td>
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<tr>
<td>41</td>
<td>Ohm’s law</td>
<td></td>
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</tr>
<tr>
<td>42</td>
<td>Puzzles</td>
<td></td>
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<tr>
<td>43</td>
<td>Digital planetarium</td>
<td></td>
<td></td>
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<tr>
<td>44</td>
<td>Energy Saving Demonstrator</td>
<td></td>
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<tr>
<td>45</td>
<td>Transportation of all the exhibits to Cofimvaba Science Centre</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

TOTAL BID PRICE INCLUSIVE OF 15% VAT
PART C – BID PREPARATION AND SELECTION

THE BID PREPARATION

General definitions

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

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

“Proof of B-BBEE status level of contributor” means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing
the contract being South African Environmental Observatory Network (SAEON and its environment nodes.

## THE BIDDER SELECTION PROCESS

<table>
<thead>
<tr>
<th>Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Responsive to submission requirements</strong></td>
</tr>
<tr>
<td>Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The SAASTA evaluation committee will disqualify non-responsive submissions.</td>
</tr>
<tr>
<td><strong>Meeting technical specifications</strong></td>
</tr>
<tr>
<td>The SAASTA evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications and thresholds set out in this document.</td>
</tr>
<tr>
<td>The SAASTA evaluation committee will follow a two-step technical evaluation.</td>
</tr>
<tr>
<td>Step 1 - The SAASTA evaluation committee will compare the received technical submissions to the specifications in this document to determine that these specifications have been met.</td>
</tr>
<tr>
<td>Step 2 - The SAASTA evaluation committee will conduct an inspection of the manufacturing facility to verify meeting the specifications for the facility being a workshop within the borders of South Africa and the workshop has the tools and equipment to do the work as specified in this document.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stage 2 – Pricing Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>The SAASTA evaluation committee will assess compliant bidders from the technical evaluation stage on their pricing and BBBEE accreditation. The committee will compare each bidder’s pricing quote on a fair comparison basis taking into account all aspects of the bid’s pricing requirements. The qualifying bids will be ranked on points scored relative to both Price and B-BBEE rating in accordance with the PPPFA and as indicated on SBD 6.1.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stage 3 – Award and Contract Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bid will be awarded (post approval by the NRF’s Delegated Authority) to the bidding third party with the highest combined score for Price and BBBEE rating unless there are other objective criteria, specified in the bid documents that need to be considered in addition to the combined score. The award is subject to the final verification of the tax status as set out in the SBD 1 through the CSD.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cancellation of the bid prior to award</th>
</tr>
</thead>
<tbody>
<tr>
<td>The SAASTA reserves the right to cancel this bid invitation prior to making an award where</td>
</tr>
<tr>
<td>a) Due to changed circumstances there is no longer a need for this procurement, or</td>
</tr>
<tr>
<td>b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or</td>
</tr>
<tr>
<td>c) Where the price is too low/high in comparison to the market price range determined by the NRF or the budget allocated by the NRF to this procurement.</td>
</tr>
</tbody>
</table>
PART D - RETURNS

INVITATION TO BID (SBD 1)

Bid number    NRF/SAASTA/11/2019-2020
Closing date and time 06 March 2020

The NRF recognises the date and time as recorded on its systems for closure purposes.

SUMMARY OF BID REQUIREMENTS

Supply, deliver and install 45 science exhibits at the Cofimvaba Science Centre in the Cofimvaba Township in the Eastern Cape 79 km east of Queenstown

Number of original bid documents for contract signing 2

Number of evaluation copies (Mark pages as “Evaluation Copy” and number all pages sequentially): 1 sets of pdf documents on a flash drive

Two envelope system No

Price validity period from date of closure One hundred and fifty (150) days

SUPPLIER INFORMATION

Name Of Bidder

Postal Address

Street Address
Bid Number: NRF/SAASTA/11/2019-2020

### BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped</td>
</tr>
<tr>
<td>3.</td>
<td>This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.</td>
</tr>
<tr>
<td>4.</td>
<td>The successful bidder will be required to fill in and sign a written contract form (SBD 7).</td>
</tr>
</tbody>
</table>

**TAX COMPLIANCE REQUIREMENTS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder must ensure compliance with their tax obligations.</td>
</tr>
<tr>
<td>2.</td>
<td>Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.</td>
</tr>
<tr>
<td>3.</td>
<td>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</td>
</tr>
<tr>
<td>4.</td>
<td>Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</td>
</tr>
<tr>
<td>5.</td>
<td>In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.</td>
</tr>
<tr>
<td>6.</td>
<td>No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members’ persons in the service of the state.</td>
</tr>
</tbody>
</table>

**SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT**

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), 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:

- **a.** The Bidder is employed by the State; and/or
- **b.** 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, shareholder, 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?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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 including any business units of the National Research Foundation in the previous twelve months?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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  

| Yes | No |
person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?  
| No |

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?  
| Yes | No |

If so, furnish particulars as an attached schedule
| |

### SBD 6.1 - PREFERENCE POINTS CLAIMED

**NB:** BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. **GENERAL CONDITIONS**
   1.1. The following preference point systems are applicable to all bids:
      1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
      1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>20</td>
</tr>
<tr>
<td>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

1.2. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.3. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

1.4. **POINTS AWARDED FOR PRICE**

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

\[
P_{s} = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{OR} \quad P_{s} = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
\]

Where
- \( P_s \) = Points scored for price of bid under consideration
- \( P_t \) = Price of bid under consideration
- \( P_{min} \) = Price of lowest acceptable bid
2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>Non-compliant contributor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of points (90/10 system)</td>
<td>10</td>
<td>9</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Number of points (80/20 system)</td>
<td>20</td>
<td>18</td>
<td>14</td>
<td>12</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

3. BID DECLARATION

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

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2**

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

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**SUB-CONTRACTING**

Will any portion of the contract be sub-contracted?

(Tick applicable box)

| YES | NO |

If yes, indicate:

1. What percentage of the contract will be subcontracted........................................ %
2. The name of the sub-contractor..........................................................................
3. The B-BBEE status level of the sub-contractor.................................................
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| YES | NO |

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SBD 6.1 - PREFERENCE POINTS CLAIMED

<table>
<thead>
<tr>
<th>Cooperative owned by black people</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people who are military veterans</td>
<td>OR</td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
</tr>
</tbody>
</table>

DECLAREATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: ...........................................................................................................

VAT registration number: ........................................................................................................

Company registration number: ............................................................................................

TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture /Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

................................................................................................................................................

................................................

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

[TICK APPLICABLE BOX]

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;

2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
SBD 6.1 - PREFERENCE POINTS CLAIMED

4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
(e) Forward the matter for criminal prosecution.

SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, 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;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
**SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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;

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:

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.

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a. Prices;

b. Geographical area where product or service will be rendered (market allocation);

c. Methods, factors or formulas used to calculate prices;

d. The intention or decision to submit or not to submit, a Bid;

e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or

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.

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.
**REFERENCE LETTER FORMAT FOR BIDDER**

**Referee Legal Name:**

**Company:**

**Bid Number:** NRF/SAASTA/11/2019-2020

**Bid Description:** Supply, deliver install and induction 45 science exhibits at the Cofimvaba Science Centre in the Cofimvaba Township in the Eastern Cape 79 km east of Queenstown

Describe the service/work the above bidder provided to you

<table>
<thead>
<tr>
<th>Performance Risks</th>
<th>Below requirements</th>
<th>Meets requirements</th>
<th>Exceeds requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your reference table is not populated in your document</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please consider what risks to include. If I may suggest:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Did they deliver on time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Did they have the expertise to produce your exhibits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Were you satisfied with the exhibits produced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• How was their supply planning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Did they deliver on time against your agreed due dates</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Overall Impression**

**Other comments**

Approximate value of contract

Would you use the provider again? ❑ YES ❑ NO

**Completed by:**

**Signature:**

**Company Name:**

**Contact Telephone Number:**
**BID OFFER SIGNATURE (SBD 1)**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)

<table>
<thead>
<tr>
<th>NAME (PRINT)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPACITY</td>
<td></td>
</tr>
<tr>
<td>SIGNATURE</td>
<td></td>
</tr>
</tbody>
</table>