



**National
Research
Foundation**

INVITATION TO BID

BID DESCRIPTION

APPOINTMENT OF A GARDEN MAINTENANCE SERVICES PROVIDER FOR A PERIOD OF 24 MONTHS AT THE NATIONAL RESEARCH FOUNDATION, PRETORIA BRUMMERIA CAMPUS

It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. Do not fall for it, it is a scam!

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

Bidder Name:	
Number:	NRF RIISA/02 BLDO/2024-25
Closing Date Closing Time:	05 August 2024 11:00 am
Compulsory Briefing Session and site visit:	19 July 2024
Time:	11:00am
Venue:	Albert Luthuli Auditorium
Address:	National Research Foundation Meiring Naude Road, CSIR South gate, Brummeria, Pretoria TBC
Contact Person:	Ovayo Mjamekwana
Electronic Bid Submission	Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response (SBD3.1). The financial response must be password protected. Attachments are limited to 20 MB per email. Refer Annex A
Email Address	bids@nrf.ac.za
Bids Naming	Folders must be titled with the bidder's company name, Bid Number, and folder title i.e. Proposal Folder and SBD3.1 Price Folder.
Enquiries are directed in writing to:	
Section	Supply Chain Management Project Manager

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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder.

The NRF is a government mandated research and science development agency. The NRF funds research, the development of high-end Human Capacity and critical research infrastructure to promote knowledge production across all disciplinary fields.

The goal of the NRF is to create innovative funding instruments, advance research career development, increase public science engagement and to establish leading-edge research platforms that will transform the scientific landscape and inspire a representative research community to aspire to global competitiveness.

The NRF promotes South African research and innovation interests across the country and internationally, and together with research institutions, business, industry and international partners we build bridges between research communities for mutual benefit that contributes to National Development.

Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO RIISA

The Research Innovation Impact Support and Advancement (RIISA) is a business unit of the National Research Foundation (NRF). RIISA is a multi-disciplinary organisation, which promotes and support research through funding, human resources development, and provision of necessary facilities to facilitate the creation of knowledge, innovation, and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the republic and Southern Africa.

Further information about RIISA can be found on www.nrf.ac.za

THE NEED FOR THIS PROCUREMENT WITHIN RIISA

The NRF Brummeria campus in Pretoria requires garden services which must be maintained on a daily basis.

The NRF premises is 13000 square metres of which the garden is occupying 9000 square meters that requires daily maintenance. The service provider will be required to do daily, quarterly, and monthly

maintenance tasks including daily blowing/sweeping, advising on environmental management, advise on creating water-wise and indigenous gardens to help support the NRF's eco credentials as a research institution.

The service provider must provide a permanent on-site team which is supported by a professional Horticulturist or Landscape Architect to ensure that the garden is beautiful, well-kept and creates a wonderful first impression to customers, guests and visitors.

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. RIISA distributes the response to a clarification request to all respondents (that have signed the briefing session attendance register) within 2 working days of receipt of the query. RIISA does not provide the origin of the request to any party.

Response preparation costs

The NRF/RIISA is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

Counter proposals

No counter proposals or variations are accepted.

Two folder electronic system

In the interests of transparent procurement, NRF/ RIISA utilises the two-folder e submission system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two electronic folders as detailed on the lead page of this document.

Central Supplier Database registration

The NRF/ RIISA is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Bidders include their Master Registration Number (Supplier Number) for evaluation purposes and for conducting pre-award due diligence through the Central Supplier Database including tax compliance and beneficial ownership.

Collusion, fraud and corruption

Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

Fronting and Beneficial Ownership

The NRF supports the Government's broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the

Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting/non-beneficial ownership. The NRF's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties' representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee, or endorsements to any third parties concerning the document. The NRF has no liability towards the responding third parties in connection therewith.

General definitions

"Specific Goals" means the specific social-economic goals set for this bid in terms of PPPFA section 2(1e) for which preference points are claimed on the SBD6.1 Preference Claim form;

"B-BBEE" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"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.

"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 7.2 (SBD 7.2) which has been signed by the awarded bidder and the National Research Foundation.

"Services" means the garden maintenance services.

"Equipment" mean the operational units including spares and consumables for delivering the specified service.

"NRF" means the National Research Foundation and it is used interchangeable with its business units managing the contract being Research Innovation Impact Support and Advancement (RIISA)

THE BIDDER SELECTION PROCESS

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.

Responsive to submission requirements

A Bid meeting all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The NRF's evaluation committee will disqualify non-responsive submissions.

Meeting technical specifications

The NRF's evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications set out in this document.

Due Diligence Research

NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and may include checking of agency agreements.

Stage 2 – Price competition

NRF evaluation committee assesses qualifying bidders from the technical evaluation stage on their pricing. The NRF's evaluation committee compares each bidder's pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements. NRF evaluation committee ranks the qualifying bids on price points scored in accordance with the PPPFA.

NRF evaluation committee assess preference points claimed for societal goals in terms of PPPFA section 2(1e) set out in the SBD6.1 (pages 53 to 60Error! Bookmark not defined.) and, where verified, add these points to the price ranking points.

Stage 3 – Award and Contract Signing

NRF evaluation committee recommends to the NRF's Bid Adjudication Committee, for subsequent approval by the Delegated Authority the bidder, meeting all contract requirements with the highest combined score for signing the contract subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

Cancellation of the bid prior to award

The NRF cancels this bid invitation prior to making an award:

- (a) Due to changed circumstances there is no need for the specified procurement in the document, or
- (b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
- (c) Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

CONTRACT PART A – SERVICE REQUIREMENTS

CONTRACT PERIOD

The contract duration for this contract is twenty four (24) months commencing from date of the last party signing the SBD7.2 form and Service Level Agreement and all clauses from the GCC will apply.

SERVICES SUMMARY

The service provider must:

- 1) Carry out daily, quarterly and monthly garden maintenance tasks, including daily blowing and sweeping;
- 2) The Horticulturist will provide environmental management advice on gardening and landscaping, not limited to the following:
 - Provide advice on planting water-wise and indigenous gardens
 - Provide advice supporting and improving the NRF's environmental credentials as a research institution. A maintenance schedule, monitoring report, seasonal report, site assessment report and soil analysis report must be provided.
 - Ensure that the garden is aesthetically pleasing, well-maintained, and makes a wonderful first impression on the NRF's internal and external stakeholders.

HORTICULTURIST

- (a) Horticulturist must visit the NRF at least once a month to assist with planning, management, and cultivation of the garden and land.
- (b) The Horticulturist must work out a maintenance program (pruning, fertilizing, weeding and pest control) and submit it to the NRF, 2 weeks after signing of the contract.
- (c) The Horticulturist must ensure that the grass areas are free of any weeds and treated to avoid termites in the garden.
- (d) The Horticulturist must submit a detailed report every month to the NRF and the report must outline all the works undertaken, checks conducted, and an area specific report on the operation and maintenance of the irrigation system.
- (e) The Horticulturist must advise on sustainable practices.

- (f) The Horticulturist must make recommendations for environmentally sustainable practices such as composting, rainwater harvesting, and using native plants to support biodiversity.
- (g) Water-Wise and Indigenous Gardens: Suggesting water-wise gardening techniques and incorporating indigenous plants that require less water and are better adapted to the local climate, thereby reducing water consumption and supporting the NRF's eco credentials.
- (h) The Horticulturist must ensure all indigenous and exotic trees and plants are labelled in the garden.

GARDENERS

- (a) A minimum of four (4) competent gardeners are required onsite daily including a Supervisor.
- (b) In the event that one of the gardeners is incapacitated it is the responsibility of the service provider to provide a temporary worker.
- (c) Gardeners must be fully dressed in branded company personal protective equipment (PPE) not limited to, safety boots, overalls, sun hats, safety gloves, etc.
- (d) Gardeners must irrigate the lawn and flower-beds not serviced by irrigation, in accordance with the service provider's zone plan.
- (e) Hand weeding is to be carried out on a regular basis and all root-growth removed.
- (f) Gardeners must cut-out dead plants leaves.
- (g) Gardeners must cut; remove all trees which have fallen over due to wind, old age etc. from the NRF premises.
- (h) Gardeners must relocate over-grown plants in flower-beds to new locations, as and when required.
- (i) Gardeners must sweep /blow paved and tarred areas two times a week, Mondays and Wednesdays, excluding weekends and public holidays.
- (j) Once a week, gardeners must prune flowers and trees and remove all the cuttings, a detailed schedule will be included in the Service Level Agreement.
- (k) Gardeners must utilize SABS approved Pest and weed control for normal insects, termites, plant diseases and weeds.
- (l) The garden needs to be rolled with spikes twice a year
- (m) All garden waste needs to be disposed from the NRF property once a week in an environmentally friendly manner.
- (n) All water drainage systems are to be kept clear from all grass growth.
- (o) The courtyard pots and veldt grass areas must be hand-watered utilising the dragline or hosepipe.
- (p) Winter tasks:

- a) Compost must to be supplied and spread on the flower-beds and grass areas.
- b) Pruning of all trees that need to be pruned.
- c) Leaves and other waste must be removed from the lawn on a daily basis
- (q) Gardeners working Hours must be as follows:
 - d) 07:00 am to 15h30pm
 - e) Tea time : 10:00am to 10:15 am
 - f) Lunch time: 13:00pm to 13:30pm

MOWING TEAM

- (a) A fully-equipped team must be on-site once a week, excluding public holidays and weekends.
- (b) Once a month, the grass outside the NRF perimeter fence must be cut and all creepers removed on the fence and later picked up.
- (c) The grass areas must be edged weekly, no edges are to be cut using a spade, only hedge trimmers, or shears may be use.
- (d) The original line of flower-beds must be maintained at all times.
- (e) All grass or vegetation around the transformer box yard must be cut
- (f) All grass cuttings must be removed from site after mowing
- (g) The gardeners must clean the parking, designated smoking areas and all carports roofs must be cleared from leaves on a weekly basis.
- (h) When mowing the grass or vegetation near parking spaces appropriate particle blocking screen must be utilized to protect vehicles from damage from any debris fly off the mowing machine/ brush cutter.

GARDENING EQUIPMENT ON SITE

- (a) All equipment for daily activities must be supplied by the service provider.
- (b) The service provider's area manager and NRF/RIISA representative must check the gardening equipment on a monthly basis if they are fit for purpose, the grass cutting machines and blowers must be serviced regularly. All defective equipment /tools must be replaced or fixed within a week.

IRRIGATION SYSTEM MAINTENANCE

- (a) The service provider is responsible for monitoring the day-to-day running of the irrigation system and for carrying out all necessary adjustments.
- (b) The service provider must reports malfunctions immediately to the NRF/RIISA.
- (c) In the event the services provider damages the pipes, nozzles and sprayers or any other property in the NRF premises, the service provider must replace the item and carry the costs.
- (d) All areas of lawn under irrigation are to receive a minimum of 25mm water per week (i.e. 4 hours) in summer and 25mm per month in winter. Other areas to be watered by hose pipe.
- (e) Areas not covered by irrigation are to be hand watered.
- (f) Use of water saving devices must take priority at all times.
- (g) All irrigation controllers must be maintained and should they require an upgrade or repairs a recommendation must be made to the NRF/RIISA.
- (h) All valves must be checked to see if the electrical impulse response from the controller is working properly. The water supply to all valves is controlled by gate valves to allow access during operation.
- (i) The service provider accompanied by the NRF/RIISA representative must conduct quarterly checks of the controllers, valves, and the irrigation lines.
- (j) The valves must be checked for leaking and the valve-box cleaned to allow free access to the valve and surrounds. Lids must be reported should these be missing.
- (k) All sprinklers must be checked during operation to ensure that they function properly.
- (l) The arc settings must be checked and corrected. Nozzles must be cleaned monthly and replaced where necessary.
- (m) The sprinklers must all be monthly stripped and flushed.
- (n) The filters must be cleared of any sediment which might be present.
- (o) The wiper seals must be replaced where leaking occurs.
- (p) All popup (PU) sprinklers must be checked that they retract normally, repair where necessary.
- (q) All standpipes must be straightened and realigned.
- (r) Standpipes must be raised or lowered as required to ensure proper cover at all times.
- (s) Irrigation mainline water supply

- (t) The irrigation main lines must be checked and the irrigation valve & turf valve connections must be watertight at all times.
- (u) Should a major malfunction of the NRF irrigation system, occur the service provider must report it within 24 hours in writing (email) so that the NRF representative can have the costs approved for procurement of replacement and/or repairs speedily implemented.
- (v) Should the service provider fail to report such a malfunction and plants die as a result, the replacement costs shall be for his account.

TREES

- (a) Trees are not to be heavily pruned or shaped but rather allowed to grow freely.
- (b) Under no circumstances are line trimmers (weed-eaters) to be utilized around the base of trees in lawn areas, without a tree guard.
- (c) NB: Any tree dying due to damage by line trimmer is to be replaced by the service provider at their own cost.
- (d) All new planted trees must be checked once a week and after heavy storms to ensure that the stake is firm and that the tree is adequately tied at the top and bottom of the stake.
- (e) Damages to trees caused by chafing on stakes and over-tight ties will not be permitted; ties must be loosened or tightened as and when instructed by the Horticulturist.
- (f) Stakes must only be removed upon approval by the NRF representative. If stakes have rotten or broken and are still required, the service provider must replace them.

CULTIVATING & WEEDING

- (a) Light cultivation must be done to remove weeds.
- (b) Due care must be taken to avoid damage to plants as well as the irrigation system during cultivation.
- (c) Weeds must be removed from terraces, paved areas, parking decks and building lines.
- (d) Care must be taken not to damage water-proofed surfaces within planters. Broad-leafed weeds are to be controlled utilizing the correct herbicides.
- (e) Herbicides are to be applied in accordance with the manufacturer specifications, wearing the correct protective clothing and are to be carried out under the supervision of the Horticulturist.

PRUNING

- (a) General pruning is to be carried out throughout the year and the Horticulturist will identify which plants require pruning and determine when this is to be done.

- (b) Once a year, the service provider must carry out selective thinning and pruning throughout the NRF garden and these operations must be undertaken between July to September.
- (c) The waste/ rubbish generated during pruning must be removed from the site at the end of each week during pruning.
- (d) All plants on embankments are to be encouraged to thicken so that they can stabilize the soil and splits may be used to fill open gaps.

HARD SURFACES / POTS AND BENCHES

- (a) All roads, pathways and mowing strips must be kept clear and clean of any algae, leaf-litter, weeds, grass cuttings and mud wash.
- (b) All pot plants in the common areas must be watered and maintained.
- (c) The emptying of litter bins in the garden areas and cleaning of planters and bin surfaces will be the responsibility of the service provider on a daily basis.
- (d) Pots and benches in the garden area, courtyard, smoking area must be wiped down weekly with a cleaning agent and a damp cloth.
- (e) All drip/overflow marks on the tiles or at the base of the pots must be regularly scrubbed and treated with a cleaning agent to avoid permanent marking on tiles.

PESTS AND DISEASE

- (a) The service provider must control and monitor pests such as worms, ants, crickets, aphids, beetles and locusts, in all outdoor areas in planter beds, trees, shrubs and other foliage.
- (b) The service provider must treat diseases identified on plants timeously.

SUPPLY AND DELIVERY PROCESSING OF COMPOST

- (a) During the year, NRF will require an estimate of 30m³ of compost to revive parts of the garden and the Horticulturist will be required to determine when and which areas of the garden require compost.
- (a) Yearly escalations are excluded for the once off supply of the 30m³ compost..

SUPPLY AND DELIVERY PROCESSING OF LM GRASS

- (a) Once in a year, an estimated 100m³ of LM Grass must be procured to repair bald spots in the lawn and also replace dead grass.

(a) The Horticulturist will be required to determine when and which areas of the garden will require revival.

SUMMARY OF CURRENT SCHEDULE FOR GARDEN MAINTENANCE

Description of service required		Frequency the service will be rendered
1	Visits by the Horticulturist	The horticulturist must visit the NRF once every month.
2	Presence of the Gardeners	The gardeners must be onsite daily, Monday to Friday from 7h00 to 15h30. This excludes public holidays.
3	Mowing Team	The mowing team must be onsite once every week during winter and summer seasons.
4	Winter tasks	Compost to be supplied & spread on grass and flower beds every start of the winter season. Pruning of trees done from July to September every year.
5	Equipment on site	On a monthly basis, the service provider and an NRF representative must check that the equipment is fit for purpose.
6	Irrigation System Maintenance	The service provider must monitor the day-to-day running of the irrigation system and report any malfunction immediately to the NRF. On a monthly basis, the irrigation system must be serviced by an accredited Landscape Irrigation Association (LIA) representative and a report / quote for any necessary repairs forwarded to the service provider and the NRF for assessment and approval.
7	Removal of dead trees and shrubs	Garbage generated during pruning must be removed from site on a weekly basis.
8	Cultivating and weed control on site	This service must be performed as and when it is necessary and care must be taken not to damage plants.

9	Leaf litter and garden refuse removal	On a daily basis, garden refuse accumulated must be removed from the garden and be placed on a secluded area for weekly removal.
10	Paved / tarred, hard standing areas, sidewalks and parking areas	<p>On a daily basis, these areas must be kept clear of any leaf litter, weeds, grass cuttings and mud wash.</p> <p>Sweep /Blow paved and tarred areas two times a week (Monday and on Wednesday).</p> <p>Once a month the parking areas must be cleaned properly, all carports roofs need to be cleared from leaves & dust.</p>
11	Pests and Termites control	The service provider is to constantly monitor for pests, termites and diseases throughout the garden and treat each condition accordingly.

SPECIFICATION FOR THE INCIDENTAL SERVICES

The service provider is required to provide the following additional services:

- 1) Irrigation System Repairs
 - a) The service provider must maintain the existing irrigation system and any malfunction or damage as a result of negligence by the service provider, repair costs shall be for his account.
 - b) When the irrigation system is damaged or there is malfunction as a result of wear and tear and it needed to be repaired, the service provider must inform the NRF so that an assessment can be done and approval for the repairs can be obtained.
 - c) The need for incidental services will be determined by future events not known at this time and they will be managed under the Pricing Special Conditions par. 4, GCC 13, and 14.
 - d) The service provider must send an accredited Landscape Irrigation Association (LIA) representative to service the irrigation system. A report / quote for any necessary repairs forwarded to the service provider and the NRF for assessment and approval.
- 2) Seasonal plant maintenance:
 - a) The service provider must ensure that flowering annuals are replaced, before seasonal ends, back with other flowering annuals suited to the conditions and seasons.

- b) NRF contract manager must approve the choice of replacement plans.
- c) Any flowering annuals, which are suffering due to pest or infection, must be replaced immediately.

PUBLIC LIABILITY AND INDEMNITY

- (a) **Public liability and professional indemnity insurance:** The bidder must submit a valid and active Public liability and/or Professional liability insurance of a minimum of R500K or a letter of intent. Upon award, the service provider will be required to produce a valid Public liability and/or Professional liability insurance.

HEALTH AND SAFETY

- (a) Hazardous chemicals compliance:
 - a) The amended Occupational Health and Safety No 85 of 1993, the Compensation for Occupational Injuries and Diseases Act and Environmental Acts must be followed to ensure that chemicals used are safe.
 - b) Environmental Acts must be followed to ensure that chemicals used by cleaning companies are safe and without risk to both to healthy and property.
 - c) This applies to procedures for the procurement, storage, handling and transport of such chemicals.
- (b) The bidder must be registered in terms of Section 26 of the Unemployment Insurance Act (UIF) 1996 and in terms of Compensation for Occupational Injuries and Diseases Act (COIDA) 1993 with the Department of Labour.
- (c) Occupational Safety and Health:
 - a) The bidder must at all times comply with the provisions of the Occupational Safety and Health Act, 1993 with regards to the safety and maintenance of equipment used.
 - b) The appointed bidder is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof.
 - c) Covid-19 Protocol: All south African government regulated protocol must be practised.
- (d) The appointed bidder, once the contract is signed, must sign the NRF's Section 37.2 agreement

BIDDER ELIGIBILITY REQUIREMENTS

The bidder must meet the following minimum requirements to execute the contract. The bidder must provide full portfolio of evidence to each requirement to allow RIISA's evaluation committee to assess the bidder's eligibility.

1. Ability to execute the contract as a service and maintenance partner to RIISA:

- 1.1. Bidder must provide a detail company profile of who they are and what they provide.
 - 1.1.1. The bidder must submit schedule detailing the bidder's experience.
 - 1.1.2. The bidder must provide a list of at least three (3) contracts with contactable references detailing their experience in gardening maintenance service completed in the in the last sixty months (60).
- 1.2. Bidder must assign must assign a qualified Horticulturist to this contract.
 - 1.2.1. The bidder submit the relevant proof of qualifications with the CV of their employee being assigned to the contract.
 - 1.2.2. The bidder's horticulturist must have a minimum of at least three years' experience in landscaping.
 - 1.2.3. The bidder's horticulturist must have at least a National Diploma (NQF 6) in Horticulture, landscaping, botany or related field.
- 1.3. The bidder must provide a detailed Schedule of Activities and their Frequency as per the format in on Page 60.
- 1.4. The bidder must submit a valid proof of membership of professional body or a member of an association in the landscaping, and gardening services industry. (SANA, SALI etc.)
- 1.5. The bidder must submit a valid proof of public liability insurance of a minimum of R 500k or a letter of intent.
- 1.6. The bidder must be registered in terms of Section 26 of the Unemployment Insurance Act (UIF) 1996 and in good standing with the Unemployment Insurance Fund. Evidence of both to be provided.
- 1.7. The bidder must be registered in terms of Compensation for Occupational Injuries and Diseases Act (COIDA) 1993 with the Department of Labour. Evidence of both to be provided.
- 1.8. The bidder must provide verifiable evidence of offices in the Gauteng region. (Proof of lease agreement or municipal bill not older than three months).

2. Beneficial Ownership

- 2.1. The bidder provides its legal detail on the SBD1 form in this document with the attached CSD report. (Pages 46 to 53)
- 2.2. The bidder has provided details for any claim for preference points. See page

3. Ethical Requirements

- 3.1. 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 4 (Pages 49 to 53).

4. Price Submission Administration

- 4.1. The submitted SBD3.2 (pages 42 to 44) is in a separate electronic folder; password protected.
- 4.2. The submitted SBD3.2 has detail schedules to allow the Evaluation Committee to assess the completeness of the line item pricing

CONTRACT MANAGEMENT

1 Contract Manager

- 1.1 The NRF/RIISA appoints a contract manager and notifies the contracted bidder in writing of the name and contact details of the appointed project manager.
- 1.2 The contracted bidder must notify the NRF/RIISA in writing of the name and contact details of the appointed contract manager.

2 Contract Communication

- (a) The NRF communicates in writing including through email.
- (b) The NRF maintains all contract documentation, and communications and correspondence, etc. for record purposes.
- (c) The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number.

3 Contract Price Management during the contract:

- (a) Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract.
- (b) The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.

4 Meeting Management

- (a) Types of meeting – All meetings shall be held at the NRF premises
- (b) Who keeps minutes and records – Both parties
- (c) Who attends – Area manager, NRF representative, Horticulturist and Supervisor

(d) Who prepares the agenda – Both parties will agree on the agenda

(e) Frequency of meetings _ Monthly meetings

MANAGING PERFORMANCE LEVELS

The service performance levels are:

Service Level	Performance Standard	Target
Removal and disposal of dead leaves, trees, shrubs	Collection and of all dead leaves, trees, shrubs generated from pruning or seasonal weather.	Weekly
Visits by the Horticulturist	Provide assistance with planning, management, and cultivation of the garden and land.	Monthly
Presence of a minimum of four Gardeners onsite	The NRF requires a minimum of four (4) gardeners daily onsite from 07h00 to 15h30 for the duration of the contract period.	Minimum of four gardeners on site at all times
Grass mowing	The mowing team must be onsite to cut and trim the overgrown grass and trees	Weekly
Cleaning of Paved / tarred, hard standing areas, sidewalks and parking areas	Paved / tarred, hard standing areas, sidewalks and parking area must be kept clear of any leaf litter, weeds, grass cuttings and mud must be washed.	Daily
Equipment on site	All gardening tools and equipment must be neatly kept away from the gardeners change room.	On a monthly basis, the service provider and an NRF representative must check that the equipment is fit for purpose.
PPE(personal protective equipment)	All gardeners must wear the appropriate PPE when working onsite always.	Twenty-four(24) months

4. Penalties

Service Level	Consequences or remedies
Removal and disposal of dead leaves, trees, shrubs	<p>Service provider will be notified and must correct non-performance within a period of a week.</p> <p>Should service provider fail to rectify within a seven day period, GCC22 will apply</p>
Visits by the Horticulturist	<p>Service provider must agree with the NRF representative on a schedule for the Horticulturist site visits.</p>
Presence of four Gardeners onsite	<p>In the event that one of the gardeners is incapacitated it is the responsibility of the service provider to provide a replacement or temporarily worker.</p> <p>Should the service provider fail to correct within seven days GCC22 will apply.</p>
Grass mowing	<p>Failure to correct non-performance within seven days will result in application of the GCC22</p>
Cleaning of Paved / tarred, hard standing areas, sidewalks and parking areas	<p>The gardening supervisor must allocate a gardener immediately to correct the non-performance</p> <p>Should the service provider fail to correct within seven days GCC22 will apply.</p>
Equipment on site	<p>The Gardening supervisor must ensure that all gardening tools and equipment must be neatly kept away from the gardeners change room.</p>
PPE(personal protective equipment)	<p>The service provider must ensure that the gardeners wear suitable PPE.</p> <p>Garden supervisor to ensure compliance.</p> <p>Failure to comply from both the service provider and its employees will be seen as a violation of the Occupational Health and Safety Act. The service provider must correct the non-performance immediately.</p> <p>Failure to comply with the Occupational Health and Safety Act will result in the incumbent involved being escorted out of the NRF Premises. When the bidder commits the violation of the Occupational Health and Safety Act for the second time, 2% of the invoice amount will be deducted on the for that service month.</p>

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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.
- 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.

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- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" 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 value-adding 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,

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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.

GCC2 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.

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- 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.
- 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.

SCC5A 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 supplier grants the purchaser fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the purchaser 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 purchaser unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an append to this contract.

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

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

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

The supplier irrevocably appoints the purchaser 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 purchaser, in its discretion, requires in order to give effect to the terms of this clause.

SCC5B Confidentiality

Each party shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during the consistency of the Contract and after termination of the Contract. Without the prior consent of the other party, each party will keep confidential and will not

- Disclose the confidential information, directly or indirectly, to any person or entity;
- 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
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The parties shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information abide by the undertakings in this clause both during the term of their associations with the parties and after termination of their respective associations with the parties , not to

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The parties 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 parties are able to prove:

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- Was independently developed or in the possession of the recipient of the confidential information prior to its involvement with the other party ;
- Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties;
- 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 other party, or
- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure.

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

- All written disclosures;
- All written transcripts of confidential information disclosed verbally; and
- All material embodiments of the contract intellectual property.

The parties acknowledge that the confidential information was made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

Each party acknowledges that the unauthorised disclosure of confidential information may cause harm to the other party. . Each party agrees that, in the event of a breach or threatened breach of confidentiality, the other party is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

SCC5C Copyright and Intellectual Property

The supplier hereby gives the purchaser permission, in terms of the Protection of Personal Information Act 4 of 2013, to process, collect, receive, record, organise, collate,

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store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.

GCC6 Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

GCC7 Performance security

7.1 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.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

7.3.2 cashier's or certified cheque.

7.4 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.

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.

GCC8 Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
- 8.6 Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 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 are 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.
- 8.8 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.
- GCC9 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.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	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.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	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	The supplier carries insurance of R 500k for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	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.
GCC13	Incidental services
13.1	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

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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 In the event that this document makes provision for such service elsewhere in this document, it is only 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.

SCC In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.

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 purchaser's specifications) or from any act or omission of the supplier, that may

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develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

SCC The supplier shall, within a period of seven days, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

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

GCC16 Payment

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 from the supplier 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

GCC17 Prices

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- 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,

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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.

GCC22 Penalties

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

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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

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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.

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.

SCC The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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.
- 34.3¹ 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.

¹ Research

EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Confirmation of attendance of compulsory site visit		Mandatory	The bidder confirmed attending the briefing session and understands the contract requirements	YES/NO	Page 1
Bidder's disclosure Signed SBD 4		Mandatory	Has the bidder made any disclosures of ethical and practises?	YES/NO	Pages 49-53
			Does the CSD report show any issues	YES/NO	
			Has the bidder been disbarred	YES/NO	
Signed SBD 6.1 for preference points being claimed		Mandatory	Does the bidder's preference claim supported by appropriate evidence proving the claim:?	YES/NO	Pages 53-60
Signed SBD 3.1		Mandatory	Did the bidder submit its pricing schedule in a separate folder?	YES/NO	Pages 42-44
			Did the bidder provide supporting schedules allowing for an assessment of the price submitted?	YES/NO	
			Did the bidder agree to the	YES/NO	

			procedure for determine price changes and for additional work?		
Completed and Signed SBD 1 with supporting detail report from the CSD		Mandatory	Has the bidder signed the SBD 1?	YES/NO	Pages 46 - 49 and 62

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
A list of at least three (3) contracts with contactable references detailing their experience in gardening maintenance service completed in the in the last sixty months (60).		Mandatory		YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
Proof of qualifications & CV of the assigned Horticulturist .The horticulturist must have a minimum of at least three years' experience in landscaping		Mandatory	Evidence proves the bidder employs qualified staff	YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
The Horticulturist must have at least a National Diploma (NQF 6) in Horticulture, landscaping, botany or related field.		Mandatory		YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
Proof of public liability insurance of a minimum of R500k or a letter of intent.		Mandatory		YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
Proof of a valid membership to a professional body or a member of an a association in the landscaping, and gardening services industry.(SANA, SALI e.t.c.).		Mandatory		YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
Verifiable evidence of offices in the Gauteng Province. (Proof of lease agreement or		Mandatory	The bidder has resources within reasonable response time to deliver the daily	YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17

Document description	Reference to bidder's document	Weight	Selection Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
municipal bill not older than three months)			work and to react to emergencies		
Submit a company profile detailing the company experience, a list of at least three (3) contracts that they have undertaken in the last sixty (60)months		Mandatory	The company profile shows have performed this work on contract basis, have good experience and respected by their clients	YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
A letter of good standing from Unemployment Insurance Fund and Workers Compensation Fund (UIF)		Mandatory		YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17
Letter of good standing from the department of labour (COIDA)		Mandatory		YES/NO	BIDDER ELIGIBILITY REQUIREMENTS on page 17

BIDDER IS ABLE TO DELIVER THE CONTRACT?	YES - PASS TO PPPFA PRICE COMPETITION	NO - DISQUALIFIED
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CONTRACT PART B – SBD 3.1 PRICING

SPECIAL PRICING CONDITIONS OF CONTRACT TO GCC17

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 in the following price conditions.

1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , 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, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation for price competition: Bidders must quote according to the quantities of services stipulated in the pricing schedule
5.	Contract Price (Total Cost): The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Price Adjustment Rules: The business unit will not consider any other unit price variations. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence separate from where quotes are asked for incidental work or ad hoc work determined by circumstances arising during the contract period.
9.	Delivery Points are: Meiring Naude Road, Brummeria, 0001

BID PRICE SCHEDULE (SBD 3.1)

YEAR 1 DESCRIPTION SERVICES/GOODS	OF	UNIT MEASURE	UNIT PRICE (Incl. VAT)	Qty	TOTAL PRICE (INCL VAT) (Unit price x quantity)
Monthly maintenance services	Garden	Each	R	12	R
Once-off delivery of compost	Supply and processing of	M ³	R	30	R

Once-off Supply and delivery processing of LM Grass	M ²	R	100	R
TOTAL PRICE FOR YEAR 1 (fully inclusive of all costs)				R
YEAR 2 DESCRIPTION OF SERVICES/GOODS	UNIT OF MEASURE	UNIT PRICE (Incl. VAT)	Qty	TOTAL PRICE (INCL VAT) (Unit price x quantity)
Monthly Garden maintenance services	Each	R	12	R
Once-off Supply and delivery processing of compost	M ³	R	30	R
Once-off Supply and delivery processing of LM Grass	M ²	R	100	R
TOTAL PRICE FOR YEAR 2 (fully inclusive of all costs)				R
TOTAL BID PRICE (Totals for all the years, and fully inclusive of all costs)				

CONTRACT PART C - RETURNS

(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages Error! Bookmark not defined. 3,45 46 to 49 and 62
Bidder's Disclosure (SBD 4)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 49 to 53
Preference Points Claimed (SBD 6.1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 53 to 60
CSD Report reflecting legal details, registration numbers, details of directors shareholding, and tax status	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page Error! Bookmark not defined. 46 to 48
A Schedule for all the activities as outlined on the detailed specification.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 60 to 62
Proof of qualifications & CV of the assigned Horticulturist The horticulturist must have a minimum of at least three years' experience in landscaping The Horticulturist must have at least a National Diploma (NQF 6) in Horticulture, landscaping, botany or related field.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	BIDDER ELIGIBILITY REQUIREMENTS on page 17
Proof of public liability insurance of a minimum of R500k or a letter of intent.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 09 &17 BIDDER ELIGIBILITY REQUIREMENTS on page 17
Proof of a valid membership to a professional body or a member of an association in the landscaping, and gardening services industry. (SANA, SALI etc.).	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 09 BIDDER ELIGIBILITY REQUIREMENTS on page 17

RETURNABLE DOCUMENTS CHECKLIST

Submit verifiable evidence of offices in the Gauteng Province. (Proof of lease agreement or municipal bill not older than three months)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 09 BIDDER ELIGIBILITY REQUIREMENTS on page 17	
Submit company profile detailing the company experience, a list of at least three (3) contracts with contactable details that they have undertaken in the last sixty (60)months	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 09 BIDDER ELIGIBILITY REQUIREMENTS on page 17	
Submit must be submit a letter of good standing from Unemployment Insurance Fund and Workers Compensation Fund (UIF)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 09 BIDDER ELIGIBILITY REQUIREMENTS on page 17	
Submit letter of good standing from the department of labour (COIDA)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 09 BIDDER ELIGIBILITY REQUIREMENTS on page 17	
Pricing Documents	Compliance			
Pricing (SBD 3) in this document, to be completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 42 to 44	

INVITATION TO BID (SBD 1)	
Bid number	NRF RIISA/02 BLDO/2024-25
Closing date and time	05 August 2024 at 11h00am
The NRF recognises the date and time as recorded on its systems for closure purposes.	
SUMMARY OF BID REQUIREMENTS	
APPOINTMENT OF A GARDEN MAINTENANCE SERVICES PROVIDER FOR A PERIOD OF 24 MONTHS AT THE NATIONAL RESEARCH FOUNDATION, PRETORIA BRUMMERIA CAMPUS	
Number of electronic bid documents for contract signing	1
Method of submission	Two folder system (electronic submission) Refer to Annex A Folder 1: Compliance and technical response Folder 2: Financial response
Price validity period from date of closure	Ninety (90) days

SUPPLIER INFORMATION
Name Of Bidder
Postal Address
Street Address

Telephone Number					
Code		Number			
Cell Phone Number					
Code		Number			
Facsimile Number					
Code		Number			
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit		Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).					

BID SUBMISSION

1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7.2) for this contract.

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	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 www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	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.

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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

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

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

PREFERENCE POINTS CLAIMED (SBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the **80/20** preference point system.

The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

PREFERENCE POINTS CLAIMED (SBD 6.1)

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state

PREFERENCE POINTS CLAIMED (SBD 6.1)

and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

PREFERENCE POINTS CLAIMED (SBD 6.1)

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

PREFERENCE POINTS CLAIMED (SBD 6.1)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NRF will use the B-BBEE status level scoring table

Preference points are allocated to both procurement and income-generation based on the two different thresholds in terms of the table below:

The specific goals allocated points in terms of this tender: B-BBEE Status Level of Contributor	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

PREFERENCE POINTS CLAIMED (SBD 6.1)

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

PREFERENCE POINTS CLAIMED (SBD 6.1)

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

BID 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.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

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)