

**INVITATION to BID**

**Bid Number NRF/SAASTA/03/2018-2019**

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| Description: nrf |
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| 1. INVITATION TO BID (SBD 1)   You are hereby invited to bid for requirements set out below | |
| Bid number | NRF/SAASTA/03/2018-2019 |
| Closing date and time | 22 February 2019 at 11:00 am |
| BID DESCRIPTION | |
| Appointment of a panel of service providers (including sole proprietors) to set and/or moderate multiple choice questions and solutions and/or translate and/or edit from English to Afrikaans for:   * Natural Sciences (Grade 4 – 6); * Natural Sciences (Grade 7 – 9); * Life Sciences (Grade 10 – 12); * Physical Sciences (Grade 10 – 12); * Astronomy and Space Sciences (Grade 7 – 9); and * Astronomy and Space Sciences (Grade 10 - 12);   for a period of 36 months on an “as and when required basis” | |
| HIGH LEVEL SUMMARY | |
| SAASTA coordinates a number of science Olympiads and Competitions for learners with the aim of amongst others to identify their talent and enhancing their knowledge and understanding of science. This ultimately contributes to their overall engagement and high performance in science.  As a result, SAASTA seeks to appoint a panel of service providers to set and/or moderate multiple choice questions with four (4) plausible choices including solutions with detailed explanations for the correct answer and/or translate and/or edit from English to Afrikaans for   * Natural Sciences (Grade 4 – 6); * Natural Sciences (Grade 7 – 9); * Life Sciences (Grade 10 – 12); * Physical Sciences (Grade 10 – 12); * Astronomy and Space Sciences (Grade 7 – 9); and * Astronomy and Space Sciences (Grade 10 - 12)   for a period of 36 months. The solutions and explanations will be used as learning and training support materials after the examinations.  Identifying and nurturing talent of learners has always been viewed as one of the key interventions and Olympiads and Competitions are among the best tools to use. SAASTA is running and coordinating a number of Olympiads and Competitions for both primary and secondary learners | |
| **The National Research Foundation does not accept late bids.** | |

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| Two envelope system applicable: | | | | | NO |
| **This document and the bidder response form part of the written contract (SBD 7) that the successful bidder is required to sign.** | | | | | |
| Validity Period From Date Of Closure: | | | **150 days** | | |
| Compulsory Briefing Session or Site Visit Details | Date and Time | Not applicable | | | |
| Venue | Not applicable | | | |
| Address | 211 Nana Sita Street  Didacta Building  Pretoria  Location Coordinates  Latitude : -25.750732799999998  Longitude: 28.187852799999998 | | | |
| Contact Person | Mrs. Erna Taljaard  Tel: 012 392 9337 **OR**  Mr. Ramoloi Maxalaba  Tel: 012 392 9346 | | | |
| **Bid response documents are deposited in the tender box situated at:** | | | | | |
| **PHYSICAL ADDRESS:**  **The South African Agency for Science and Technology Advancement**  **211 Nana Sita Street**  **Didacta Building**  **Pretoria**  Location Coordinates  Latitude : -25.750732799999998  Longitude: 28.187852799999998  NB: BIDS ARE NOT TO BE ADDRESSES TO ANY OTHER PERSON OTHERWISE THE BID WILL NOT BE CONSIDERED | | | | **ADDRESSED AS FOLLOWS:**  On the face of each envelope, the Bid Number and Bidder’s Name, Postal Address, Contact Name, Telephone Number and email address | |

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| SUPPLIER INFORMATION | | | | | | | | | | | | |
| **Name Of Bidder** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **Postal Address** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| Telephone Number | | | | | | | | | | | | |
| CODE |  | | | NUMBER | |  | | | | | | |
| Cell Phone Number | | | | | | | | | | | | |
| CODE |  | | | NUMBER | |  | | | | | | |
| Facsimile Number | | | | | | | | | | | | |
| CODE |  | | | NUMBER | |  | | | | | | |
| E-Mail Address | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| VAT Registration Number: | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| REGISTERED ON THE NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE | | | | | | | | | | | | |
| Supplier Number | | | **MAAA** | | | | | | | | | |
| TAX COMPLIANCE STATUS | | | | | | | | | | | | |
| TCS PIN (If MAAA number not supplied: | | | | | | | | | | | | |
| B-BBEE STATUS LEVEL | | | | | | | | | | | | |
| ORIGINAL/CERTIFIED B-BBEE STATUS LEVEL CERTIFICATE PROVIDED: | | | | | | | | | | | | Yes/No |
| B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | | | | | | | | | | Yes/No |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | | | | | | | | |
| **(A B-BBEE status level verification certificate/sworn affidavit must be submitted in order to qualify for preference points for B-BBEE)** | | | | | | | | | | | | |
| **Foreign involvement, if applicable** | | | | | | | | | | | | |
| Are you the accredited representative in South Africa for the goods/services/works offered? | | | | | | | | YES | | NO | | |
| If YES, enclose proof | | | | |
| Are you a foreign based supplier for the goods /services /works offered? | | | | |  | | | YES | | | NO | |
| If YES, answer the foreign based suppliers pre-award tax questionnaire on page 10 | | | | | | | |
| SBD 1 SIGNATURE | | | | | | | | | | | | |
| **SIGNATURE OF BIDDER:** | | | | | | |  | | | | | |
| **DATE:** | | | | | | |  | | | | | |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid)** | | | | | | |  | | | | | |
| **Bidding procedure enquiries may be directed in writing to:** | | | | | | | **Technical information may be directed in writing to:** | | | | | |
| Department | | Supply Chain Management | | | | | Department | | Science Education | | | |
| Contact person | | Tshepo Matheane  Tel: 012 392 9358/  Lucas Sandleni  Tel: 012 392 9317 | | | | | Contact person | | Erna Taljaard  Tel: 012 392 9337 /  Ramoloi Maxalaba  Tel: 012 392 9346 | | | |
| E-mail address | | [tshepo@saasta.ac.za](mailto:tshepo@saasta.ac.za)  [lucas@saasta.ac.za](mailto:lucas@saasta.ac.za) | | | | | E-mail address | | [etaljaard@saasta.ac.za](mailto:etaljaard@saasta.ac.za)  [ramoloi@saasta.ac.za](mailto:ramoloi@saasta.ac.za) | | | |

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| 1. TERMS AND CONDITIONS FOR BIDDING (SBD 1) |

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| **On Time Delivery of Bid Documents**  Bidders deliver their bids by the stipulated time to the correct address. |
| **Official Forms and Annexures**  Bidders must submit their bids on the official forms included in this invitation - (not to be re-typed). Bidders provide additional information in supporting schedules attached to this invitation. |
| **Document includes Conditions of Contracting**  This bid is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC) included in this invitation; Special Conditions of Contract (SCC) included in this invitation, and any other legislation as applicable. |
| **Acknowledgement of Reading Each Page**  The bidder warrants by signature in this document that the bidder has read and accepts each page. |
| **Central Supplier Database Registration**  Bidders must register on the Central Supplier Database to upload mandatory information for verification purposes. Bidders must submit the B-BBEE certificate or sworn affidavit for B-BBEE to the bidding institution. |
| **Request for Proposal/Quotation/Bid Clarification**  If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to respond within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party. The National Research Foundation issues the consolidated set of all queries and responses thereto by e-mail to all respondents as per details in database seven (7) days before closure date. All correspondents should acknowledge receipt of the consolidated set of responses and that receipt forms part of the formal submission. |
| **Counter Conditions**  The NRF draws bidders’ attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids. |
| **Response Preparation Costs**  The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations. |
| **Two Envelope System**  The two-envelope system minimises any form of price bias in the technical selection phase by disclosing the price details to the evaluators after completion of the technical selection stages ensuring both sections are evaluated fairly and unbiased.  The first envelope holds all documents excluding the SBD 3 (price summary schedule and detailed supporting pricing documentation) that is in the second envelope. An outer envelope addressed as stated in this document encloses both envelopes. |
| **Cancellation prior to Awarding**  The NRF has the right to withdraw and cancel the Bid Invitation prior to making an award. |
| **Collusion, Fraud and Corruption**  Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned. |
| **Fronting**  The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry’s “Guidelines on Complex Structures and Transactions and Fronting”. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned. |
| **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. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith. |

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| TAX COMPLIANCE REQUIREMENTS FOR SOUTH AFRICAN BASED SUPPLIERS |
| Bidders must have their tax obligations in order. Where the bidder has a valid Central Supplier Database Registration number which has to be entered in the field provided in this document, their Tax Compliance Status will be obtained from the CSD.  Where the bidder provide access to its taxpayer profile and tax status in lieu of a compliant tax status obtained as per the above paragraph, the bidder must provide their unique Personal Identification Number (pin) issued by SARS to enable the National Research Foundation to view and verify the taxpayer profile and tax status. Bidders may submit a printed Tax Compliance Status Certificate (printed through E-Filing) together with their bid, but online confirmation (via CSD or SARS) will still need to be obtained.  Bidders apply for the Tax Compliance Status (TCS) Certificate or PIN from their South Africa Revenue Services branch or through E-Filing. In order to use the E-File provision, the bidder needs to register with SARS as an e-filer through the website www.sars.gov.za.  In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Tax Compliance Status Certificate/PIN/CSD number. |
| TAX COMPLIANCE REQUIREMENTS FOR FOREIGN BASED SUPPLIERS |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**   |  |  | | --- | --- | | Is the bidder a resident of South Africa (RSA)? | ❑ YES ❑ NO | | Does the bidder have a branch in the RSA? | ❑ YES ❑ NO | | Does the bidder have a permanent establishment in the RSA? | ❑ YES ❑ NO | | Does the bidder have any source of income in the RSA? | ❑ YES ❑ NO |   **ASCERTAIN TAX COMPLIANCE REQUIREMENTS**  If the answer is "NO" to all of the above, then it is not a requirement to provide a tax compliance status/tax compliance pin code from the South Africa Revenue Services. If any of the answers are “YES”, register on the South Africa Revenue Service’s E-Filing system (through the website www.sars.gov.za). Where a recommendation for award has been made to a bidder that has responded above as having no tax obligations in South Africa to the delegated authorities, the National Research Foundation refers such bidder to the South African Revenue Service on email address *governmentinstitute@sars.gov* to which the bidder provides the following information:   1. Details of the foreign entity 2. Description of goods and/or services being supplied by the entity; and 3. Name of the National Research Foundation.   The South Africa Revenue Services advices the National Research Foundation where it finds any of the statements in the above declaration invalid. |

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| 1. REQUIREMENTS |

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| DETAILED SPECIFICATIONS |
| INTRODUCTION TO THE NRF |
| The National Research Foundation Act, Act 23 of 1998 establishes the National Research Foundation (“NRF”) as a juristic person. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity. |
| INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID |
| The South African Agency for Science and Technology Advancement (SAASTA) a business unit of the National Research Foundation (NRF) is mandated to advance public awareness, appreciation and engagement of science engineering and technology in South Africa. This is done through the coordination of various programmes aimed at attracting learners to science, technology and mathematics education with the ultimate goal of knowledge generation and increasing the pool of graduates in science, engineering and technology (SET) fields and ultimately a more skilled workforce. |
| CONTEXT OF THIS PROCUREMENT |
| SAASTA coordinates a number of science Olympiads and Competitions for learners with the aim of amongst others to identify their talent and enhancing their knowledge and understanding of science. This ultimately contributes to their overall engagement and high performance in science.  South Africa is rapidly reaching the forefront of science and technology advancement and has the potential to become a rich source of scientific expertise. This will only be possible if the system is sustained with a healthy supply of learners whose interest in SET is guided by equally passionate educators and learners. It is against this background that SAASTA’s Science Education Division has a role to contribute through the following strategic objectives:   * Improving learner and educator participation in SET based programmes * Increasing learner and student exposure to SET-based careers   SAASTA wishes to invite suitably experienced service providers to submit proposals for the setting/ moderation/ translation/editing of examination questions and solutions for SAASTA competitions. Submission should include CVs of the proposed project team as proof of capacity and capability.  The CVs should comply with the requirements below:  • Submit separate CV if applying for more than one learning area/subject;  • Indicate whether your application is for examiner, moderator, translator and/or editor,  • Full Personal details;  • Educational qualifications;  • Experience - indicate the number of years of setting/moderating/translating/editing of question papers;  • Three contactable references;  • Evidence in the form of a portfolio of previous similar work done in the category you are applying for. |
| SCOPE OF WORK |
| **Deliverables**  Applicants should ensure that:   * Work delivered is of best quality such that all questions are a combinations of an order of questions as per Bloom’s Taxonomy as stipulated below:   + Remembering – 20%   + Understanding – 30%   + Applying – 30%   + Analysing – 20% * The Grade 10 – 12 questions set will comprise 50% of questions aligned to the CAPS syllabus and 50% of questions beyond. The 50% of questions aligned to the CAPS syllabus must be made up as follows:   + Grade 10 syllabi will make 15% of questions set.   + Grade 11 syllabi will make 20% of questions set.   + Grade 12 syllabi will make 15% of questions set. * Examiners set own questions and memoranda and not duplicate information from previous question papers. * Examiners set a prescribed set of questions and solutions within the agreed time frames. * Moderators moderate a prescribed set of questions and solutions within the agreed time frames and identify two set of five questions to be used as tie breakers. * Translators translate and edit a question paper within the agreed time frames.   **PLEASE NOTE**   * The ownership and intellectual property rights of all material developed belong to SAASTA. * Printing and the choice of questions will remain SAASTA’s responsibility * The bidder undertakes not to share the questions/answers/any related information with outside parties prior to the writing date as shall be determined by SAASTA. |

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| 1. BIDDING PROCEDURE |

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| THE BIDDING SELECTION PROCESS |
| Stage 1 – Compliance to submission requirements  Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals as set out in the Returnable Document List.  **The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List and disqualifies non-acceptable responses for Stage 2.** |
| Stage 2 – Evaluation of Bids against Specifications:  Stage 2A – Evaluation of Bids against Specifications including Quality   1. The NRF evaluates each bidder’s written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation. The evaluation consists of the minimum specifications in a “Meet/Not meet” format with further specifications requiring qualitative responses. 2. Bidders making the minimum evaluation score will pass to the price/preference stage. |
| Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications   1. Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short listed bidders at this stage. |
| Stage 2C – Due Diligence Research   * The National Research Foundation confirms the recommended bidder(s)’s reference letters with referees. The Bid Evaluation Committee reviews the results of the due diligence to confirm the recommendation(s).   **Bidders making the minimum evaluation score will pass to the price/preference stage.** |
| Stage 3 – Price/Preference Evaluation  Basis of competition:  The NRF compares each bidder’s pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bid’s pricing requirements.  Due diligence tests for reasonableness of price:  The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair price range, the evaluators recommend price negotiation with the winning bidder to bring the price within the fair price range as tested. The NRF only negotiates the price and no other component of the bid received. Where the winning bidder did not want to participate in the price negotiation to a fair price, the NRF cancels the award and commences price negotiations with the second bidder in the price/preference ranking.  Ranking of the bidders pricing:  The NRF ranks the qualifying bids on price and preference points claimed in the following manner:  **Price** – for bids qualifying for this stage, the lowest priced Bid receives the highest price score as set out in the Preferential Procurement Policy 2017 Regulations;  **Preference** - for bids qualifying for this stage, addition of the claimed preference points in the preference claim form (SBD 6.1) where supported by a valid BBBEE certification to the price ranking scores.  Award recommendation:  The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation. |
| THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE |
| Bidders are not eligible for the Price and Preference scoring stage where they score less than the minimum threshold of:   * **65% on total score**  |  |  |  |  |  | | --- | --- | --- | --- | --- | | **INDICATE THE CATEGORY/CATEGORIES YOU ARE BIDDING FOR WITH AN** X | | | | | | **Category** | **examInEr(S)** | **moderator(s)** | **Translator(s) AND Editor(s)** | | Natural Sciences Grade 4-6 |  |  |  | | Natural Sciences Grade 7-9 |  |  |  | | Life Sciences Grade 10-12 |  |  |  | | Physical Sciences  Grade 10-12 |  |  |  | | Astronomy and Space Sciences  Grade 7 - 9 |  |  |  | | Astronomy and Space Sciences  Grade 10 - 12 |  |  |  |  * EVALUATION CRITERIA  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | | | | | | | | | | **A 1** | **NATURAL SCIENCE (Grade 4 – 6) - EXAMINER** | | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in Natural Sciences*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *45* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *6 years and above = 5* * *5 years = 4* * *4 years = 3* * *Less than 4 years = 0* | *25* |  |  | | | | | *3* | *Experience in setting of examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *30* |  |  | | | | | **A 2** | **NATURAL SCIENCE (Grade 7 – 9) - EXAMINER** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational Qualification in Natural Sciences*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *45* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *6 years and above = 5* * *5 years = 4* * *4 years = 3* * *Less than 4 years = 0* | *25* |  |  | | | | | *3* | *Experience in setting of examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *30* |  |  | | | | | **A 3** | **LIFE SCIENCES (Grade 10 – 12) - EXAMINER** | | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification(s) in Life Sciences*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *45* |  |  |  | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *6 years and above = 5* * *5 years = 4* * *4 years = 3* * *Less than 4 years = 0* | *25* |  |  |  | | | | *3* | *Experience in setting of National examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *30* |  |  |  | | | | **A 4** | **PHYSICAL SCIENCES (Grade 10 – 12) - EXAMINER** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification(s) in Physics and/or Chemistry*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *45* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *6 years and above = 5* * *5 years = 4* * *4 years = 3* * *Less than 4 years = 0* | *25* |  |  | | | | | *3* | *Experience in setting of National examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *30* |  |  | | | | | **A 5** | **ASTRONOMY AND SPACE SCIENCES (Grade 7 – 9) - EXAMINER** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification(s) in Geography and/or Astronomy and Space Sciences*   * *Honours / Equivalent (NQF 8) and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *45* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *6 years and above = 5* * *5 years = 4* * *4 years = 3* * *Less than 4 years = 0* | *25* |  |  | | | | | *3* | *Experience in setting of examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *30* |  |  | | | | | **A 6** | **ASTRONOMY AND SPACE SCIENCES (Grade 10 - 12) - EXAMINER** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification(s) in Geography and/or Astronomy and Space Sciences*   * *Honours / Equivalent (NQF 8) and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *45* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *6 years and above = 5* * *5 years = 4* * *4 years = 3* * *Less than 4 years = 0* | *25* |  |  | | | | | *3* | *Experience in setting of National examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *30* |  |  | | | | | **B 1** | **NATURAL SCIENCES (Grade 4 -6) - MODERATOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in Natural Sciences*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *40* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *3 years and above = 5* * *2 years = 3* * *Less than 2 years = 0* | *20* |  |  | | | | | *3* | *Experience in moderating examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *40* |  |  | | | | | **B 2** | **NATURAL SCIENCES (Grade 7 -9) - MODERATOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in Natural Sciences*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *40* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *3 years and above = 5* * *2 years = 3* * *Less than 2 years = 0* | *20* |  |  | | | | | *3* | *Experience in moderating examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *40* |  |  | | | | | **B 3** | **LIFE SCIENCES (Grade 10 – 12) - MODERATOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in Life Sciences*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *40* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *3 years and above = 5* * *2 years = 3* * *Less than 2 years = 0* | *20* |  |  | | | | | *3* | *Experience in setting or moderating of National examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *40* |  |  | | | | | **B 4** | **PHYSICAL SCIENCES (Grade 10 – 12)- MODERATOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **TOTAL SCORE** | | | | *1* | *Relevant educational qualification in Physics and/or Chemistry*   * *Honours and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *40* | | *2* | *Experience in teaching/tutoring/lecturing*   * *3 years and above = 5* * *2 years = 3* * *Less than 2 years = 0* | *20* |  | | | | | *3* | *Experience in setting or moderating of National examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *40* | | **B 5** | **ASTRONOMY AND SPACE SCIENCES (Grade 7 – 9) - MODERATOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in Geography and/or Astronomy and Space Sciences*   * *Honours / Equivalent (NQF 8) and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *40* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *3 years and above = 5* * *2 years = 3* * *Less than 2 years = 0* | *20* |  |  | | | | | *3* | *Experience in moderating examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *40* |  |  | | | | | **B 6** | **ASTRONOMY AND SPACE SCIENCES (Grade 10 - 12) - MODERATOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in Geography and/or Astronomy and Space Sciences*   * *Honours / Equivalent (NQF 8) and above = 5* * *Degree = 3* * *Less than a Degree = 0* | *40* |  |  | | | | | *2* | *Experience in teaching/tutoring/lecturing*   * *3 years and above = 5* * *2 years = 3* * *Less than 2 years = 0* | *20* |  |  | | | | | *3* | *Experience in setting or moderating of National examination/ Olympiad papers*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 2 years = 0* | *40* |  |  | | | | | **D** | **TRANSLATOR AND EDITOR** | | | | | | | | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** | **TOTAL SCORE** | | | | | *1* | *Relevant educational qualification in related science field*   * *Honours Degree and above with Afrikaans as a subject = 5* * *Degree with Afrikaans at 3rd year level = 4* * *Degree with Afrikaans at 2nd year level = 3* * *Less than a Degree = 0* | *30* |  |  | | | | | *2* | *Experience in translating from English to Afrikaans*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 3 years = 0* | *50* |  |  | | | | | *3* | *Experience in translating science related materials*   * *4 years and above = 5* * *3 years = 4* * *2 years = 3* * *Less than 3 years = 0* | *20* |  |  | | | | |

**INVITATION to BID**

**Bid Number NRF/SAASTA/03/2018-2019**

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| 1. BID SUBMISSION PACK |

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| SETS OF BID DOCUMENTS REQUIRED: | | | | | | | | | | |
| Number of ORIGINAL bid documents for contract signing | | | | | | | | | 1 | |
| Bidders must submit the above number of original bid documents (including the bidder’s response to the specification and the bidder’s pricing) in hard copy format (paper document) to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the contract document between the bidder and the NRF. The NRF with the awarded bidder sign these original contracts in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party’s obligations for executing the contract. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties. | | | | | | | | | | |
| Number of EVALUATION copies (physical documents) or secured pdf: | 5 | | | | | | | | | |
| Bidders mark documents as “**Copy for evaluation**” and number all pages sequentially. Bidders mark the secured pdf on the flash drive as “**Copy for evaluation**” | | | | | | | | | | |
| RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION | | | | | | | | | | |
| **RETURNABLE DOCUMENTS** | | | **Specification** | | | | | | | |
| **(M – Mandatory)**  **(O – Optional)** | | | **Submitted** | | | | | | | **Bid Section Reference** |
| Signed and completed Procurement Invitation (SBD 1) including the SBD 1,3, 4, 6.1, 8 and 9 | | | M | | YES | | NO | | |  |
| Signed and completed SBD 5 (NIPP – only applicable if bid amount exceeds $10m) | | | M | | YES | | NO | | |  |
| Signed and completed SBD 6.2 (only applicable if compulsory local content) | | | M | | YES | | NO | | |  |
| Data Sheet(s) of the equipment or services or both offered in response to the specification in this invitation | | | M | | YES | | NO | | |  |
| The original equipment manufacturers (OEM) service and maintenance schedules as designed by the OEM over the life of the equipment offered | | | N/AN/A | | N/A | | N/A | | |  |
| Three (3) written references with contact details for those customers for whom the bidder has completed work within the last Sixty months (preferably last thirty six months) that meets the minimum threshold; plus five additional customer details for last two years to enable verbal references. | | | M | | YES | | NO | | |  |
| Reference 1: From: | | | | | | | | | | |
| Reference 2: From: | | | | | | | | | | |
| Reference 3: From: | | | | | | | | | | |
| **RETURNABLE DOCUMENTS** | | **Pricing** | | | | | | | | |
| Summary pricing in the SBD 3 format in this document | | M | | YES | | NO | | Pricing schedule | | |
| Detail price sheets and supporting documents | | M | | YES | | NO | | If applicable | | |

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| ELIGIBILITY CRITERIA (GO/NO-GO) | | | | | | | | | | | | | | |
| **Selection Element** | | | | | | | | **Measure** | | **Meet Specification Minimum** | | | | **Par. Ref.** |
| **Bidder reference to its data sheets** | | | |
| 1 | | Detailed CVs of the project team | | | | | | GO/  NO-GO | |  | | | |  |
| 2 | | Company profile | | | | | | GO/  NO-GO | |  | | | |  |
| 3 | | Portfolio of evidence | | | | | | GO/  NO-GO | |  | | | |  |
| 4 |  | | | | | |  | | |  | | |  | |
| 5 |  | | | | | |  | | |  | | |  | |
| PRE-QUALIFICATION ELIGIBILITY CRITERIA | | | | | | | | | | | | | | | |
| **N/A** | | | | Designated Groups Pre-Qualifying Criteria | | A minimum B-BBEE status level of \_\_\_\_\_ | | | | | | | | | |
| And/or, an exempted micro enterprise (EME) or qualifying small enterprise (QSE) \_\_\_\_\_\_ | | | | | | | | | |
| **N/A** | | | | Subcontracting a minimum of 30% to EME or QSE | | * Which is at least 51% owned by black people \_\_\_\_\_ and/or * Which is at least 51% owned by black youth; \_\_\_\_ and/or * Which is at least 51% owned by black women; \_\_\_\_ and/or * Which is at least 51% owned by black disabled people; \_\_\_\_ and/or * Living in undeveloped areas or townships; \_\_\_\_\_ and/or * Military veterans; \_\_\_\_ and/or * EME or QSE \_\_\_\_\_ | | | | | | | | | |
| **N/A** | | | | Subcontracting a minimum of 30% to | | A co-operative which is at least 51% black-owned\_\_\_\_\_ | | | | | | | | | |
| **N/A** | | | | Legislative local content | | Local content applies as per the minimum levels stipulated in the series of SBD 6.2 listed on the dti website:  <https://www.thedti.gov.za/industrial_development/ip.jsp> | | | | | | | | | |
| **N/A** | | | | Specified local content | | Local content as per NRF permitted specified levels  Details \_\_\_\_\_\_\_\_\_ (e.g. only local labour) | | | | | | | | | |
| **A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.** | | | | | | | | | | | | | | | |
| SBD 3.1: PRICING DETAIL WITH FIRM UNIT PRICES | | | | | | | | | | | | | | | |
| **SBD 3 - Pricing Schedule for the Duration of the Contract** | | | | | | | | | | | | | | | |
| BID PRICE IN RSA RAND | | | | | | | | | | | | | | | |
| Price quoted is South African Rands in terms of General Conditions of contract clause 16.4 | | | | | | | | | | | | | | | |
| PRICE QUOTATION BASIS | | | | | | | | | | | | | | | |
| Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies. | | | | | | | | | | | | | | | |
| PRICE PER DELIVERY POINT | | | | | | | | | | | | | | | |
| In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.  Delivery points are: **N/A** | | | | | | | | | | | | | | | |
| DETAIL PRICING SUPPORT | | | | | | | | | | | | | | | |
| Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD 3 | | | | | | | | | | | | | | | |
| PRICE CHANGES | | | | | | | | | | | | | | | |
| The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract. | | | | | | | | | | | | | | | |
| APPLICATION OF PREFERENCE POINTS | | | | | | | | | | | | | | | |
| Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form. | | | | | | | | | | | | | | | |
| ESTIMATED QUANTITIES OVER THE CONTRACT PERIOD | | | | | | | | | | | | | | | |
| The National Research Foundation provides estimated quantities – **Not Applicable** of what its requirements are over the contract period for bidders to establish their total ceiling bid and that the awarded bidder’s bid ceiling price forms the contract ceiling price. | | | | | | | | | | | | | | | |
| NO | | | BILL OF QTY | | DESCRIPTION OF SERVICES/GOODS REQUIRED | | | | UNIT OF MEASURE | | UNIT PRICE | TOTAL PRICE | | |
|  | | | | | | | | | | | |  | | |
| 1 | | |  | | Setting of examination questions and solutions | | | | Question and solution | | R110.00 | As per unit price | | |
| 2 | | |  | | Moderation of examination questions and solutions | | | | Question and Solution | | R40.00 | As per unit price | | |
| 3 | | |  | | Translation and editing of question papers | | | | 100 words | | R100.00 | As per unit price | | |
|  | | |  | |  | | | |  | |  |  | | |
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| 6 | | |  | |  | | | |  | |  |  | | |
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| 8 | | |  | |  | | | |  | |  |  | | |
| 9 | | |  | |  | | | |  | |  |  | | |
| 10 | | |  | |  | | | |  | |  |  | | |
| Total Cost is determined by multiplying quantity by unit price for all line items | | | | | | | | | | | |  | | |
| TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE) | | | | | | | | | | | | R | | |

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| --- | --- | --- | --- | --- | --- | --- |
| SBD 3.2: PRICE ADJUSTMENTS | | | | | | |
| A | NON-FIRM PRICES SUBJECT TO ESCALATION | | | | | |
| 1. | In cases of period contracts, non-firm prices will be adjusted (loaded) with the assessed contract price adjustment implicit in non-firm prices when calculating the comparative prices. | | | | | |
| 2. | In this category price escalations will only be considered in terms of the following formula: | | | | | |
|  | | | | | | |
| Where: | |  | | | | |
| Pa = | | The new escalated price to be calculated | | | | |
| (1-V)Pt = | | 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.** | | | | |
| D1, D2… = | | Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100% | | | | |
| R1t, R2t.. = | | Index figure obtained from new index (depends on the number of factors used). | | | | |
| R1o, R2o = | | Index figure at time of bidding | | | | |
| VPt = | | 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations | | | | |
| 3. | | The following index/indices must be used to calculate your bid price | | | | |
| Index: | | **Not applicable** | Dated: |  |  |  |
| 4. | | Furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100% | | | | |
| FACTOR  (D1, D2 etc. eg. Labour, transport etc.) | | | | | **PERCENTAGE OF BID PRICE** | |
| **Not applicable** | | | | |  | |
| **Not applicable** | | | | |  | |
| **Not applicable** | | | | |  | |
| **Not applicable** | | | | |  | |

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| B | PRICES SUBJECT TO RATE OF EXCHANGE VARIATION |
| 1. | Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad. |
| |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD | | Not applicable |  |  |  | ZAR= |  |  | | Not applicable |  |  |  | ZAR= |  |  | | Not applicable |  |  |  | ZAR= |  |  | | |
| 2. | Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required) |
| |  |  |  |  | | --- | --- | --- | --- | | **AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:** | **DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE** | **DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE** | **DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE** | | **Not applicable** |  |  |  | | **Not applicable** |  |  |  | | **Not applicable** |  |  |  | | |

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| --- | --- | --- |
| SPECIAL CONDITIONS OF CONTRACT PERFORMANCE | | |
| (AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION). | | |
| 1. **Contracted Party Due Diligence**   The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.   1. **Jigs, Tools, and Templates**   Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of the National Research Foundation if the National Research Foundation has paid for these. On completion or cancellation of the contract, the contractor delivers all National Research Foundation property to National Research Foundation premises, properly marked with the contract and the relevant code number as supplied by the National Research Foundation.   1. **Quantities ordered as and when required**   The National Research Foundation orders quantities under the contract as determined by its requirements as and when needed. The document provides the total quantities for estimation purposes, determining the total contract ceiling price, and the National Research Foundation does not provide guarantees or commitments that it will order this entire amount.   1. **Ceiling Price**   As the National Research Foundation orders quantities as and when required, the National Research Foundation pays only for the verified delivered quantity per each purchase order at the prices set out in this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.   1. **Placement of written purchase orders**   The National Research Foundation issues written purchase orders for contracted supplies only where the funding is available to pay for such deliveries of service and/or goods.   1. **Communication**   The contracted parties communicates in writing through mail, delivery, or email. The contracted party states the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and does not act upon any communication without the contract number or must verify such communication with the National Research Foundation prior to acting upon it.   1. **Occupational Health and Safety when working on NRF sites**   All personnel performing work on National Research Foundation site/s as part of this contract are responsible to obtain safety induction.  Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Appropriate personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are to be worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.  The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as ‘The Act’). The contracted party performs all work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.  To this end, the contracted party shall make available to the National Research Foundation the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the National Research Foundation drafts.  The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.  The National Research Foundation manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party’s team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party’s health and safety file. | | |
| MANAGEMENT OF SERVICE LEVELS | | |
| * The Service Levels are in the table below. The National Research Foundation measures the contracted bidder’s performance against these in the measurement period of the contract. * The contracted bidder recognises that its failure to meet the Service Levels has material adverse impact on the business and operations of National Research Foundation and that the damage from the contracted bidder’s failure to meet any Service Level is not susceptible to precise determination. * The National Research Foundation excuses the contracted bidder from failing to comply with the Service Levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the National Research Foundation or its staff or circumstances of force majeure as referred to in this Agreement. * If the contracted bidder fails to meet any Service Level, the contracted bidder shall  1. investigate and report on the root causes of the Service Level failure; 2. promptly correct the failure and begin meeting the Service Levels; 3. advise the National Research Foundation as and to the extent requested by the National Research Foundation of the status of remedial efforts being undertaken with respect to such Service Level failure; and 4. take appropriate preventive measures to prevent the recurrence of the Service Level failure.  * The contracted bidder shall be responsible for monitoring and measuring its performance of the Services against the Service Levels. The National Research Foundation deems failure to measure performance with respect to a particular Service Level for any Measurement Period as a failure to meet such Service Level for such Measurement Period. * The manner that performance is documented is through \_\_**Not applicable** \_\_\_\_\_\_\_\_\_\_\_\_ and upon approval by the project manager, is then invoiced. | | |
| **SERVICE PERFORMANCE LEVELS STATEMENT** | | |
| **Service/Goods being Measured** | **Measurement Methodology** | **Penalty/Bonus and level applicable from** |
| Examiner: setting of Olympiad/Competition questions and solutions for a relevant category | Set standard multiple choice questions with one correct and three plausible, but incorrect solutions on and beyond CAPS to be delivered within 21 working days from date of request | SAASTA reserves the right to return questions and solutions that might require reworking due to unacceptable quality or standard  Penalty – 10% of invoice value to be deducted per day for every day submitted after deadline |
| Moderator: Moderation of questions and solutions for a relevant category | Moderate questions and solutions on and beyond CAPS 10 working days from the date of request | Penalty – 10% of invoice value to be deducted per day for every day submitted after deadline |
| Translator and Editor: Translation and editing of questions and solutions from English to Afrikaans | Translation and editing of questions and solutions from English to Afrikaans within 10 working days from the date of request | Penalty – 10% of invoice value to be deducted per day for every day submitted after deadline |
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| SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT | | |
| Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of provinces; or Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State , or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:  The Bidder is employed by the State; and/or  The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid. | | |
| In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid: | | |
| Full Name of Bidder or his/her representative | | |
| Identity Number: | | |
| Position occupied in the Company (director, trustee, shareholder, member): | | |
| Registration number of company, enterprise, close corporation, partnership agreement: | | |
| Tax Reference Number: | | |
| VAT Registration Number: | | |
| The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions: | | |
| Schedule attached with the above details for all directors/members/shareholders | | |
| Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule | | YES / NO |
|  | Name of person/ director/ trustee/ shareholder/member: | |
| Name of State institution at which you or the person connected to the Bidder is employed | |
| Position occupied in the State institution | |
| Any other particulars: | |
| If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? | | YES / NO |
|  | If Yes, did you attach proof of such authority to the Bid document? | |
| If No, furnish reasons for non-submission of such proof as an attached schedule | |
| (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.) | |
| Did you or your spouse or any of the company’s directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months? | | YES / NO |
|  | If so, furnish particulars as an attached schedule: | |
| Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? | | YES / NO |
|  | If so, furnish particulars as an attached schedule. | |
| Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? | | YES / NO |
|  | If so, furnish particulars as an attached schedule: | |

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| PREFERENCE POINTS CLAIMED (SBD 6.1) | |
| **Preference points claim form for broad-based black economic empowerment (B-BBEE) status level of contribution in terms of the preferential procurement regulations 2017** | |
| **NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.** | |
| 1. **GENERAL CONDITIONS**    1. The following preference point systems are applicable to all bids:       1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and       2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).       3. The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and **therefore the 80:20 preference point system shall be applicable to this bid**. | |
| * 1. Points for this bid shall be awarded for:      1. Price; and      2. B-BBEE Status Level of Contributor.   2. The maximum points for this bid are allocated as follows: | |
|  | **POINTS** |
| **PRICE** | **80** |
| **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **20** |
| **Total points for Price and B-BBEE must not exceed** | **100** |
| * 1. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.   2. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.  1. **DEFINITIONS**    1. “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;    2. “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;    3. **“bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;    4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);    5. “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;    6. “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.    7. “**price**s” includes all applicable taxes less all unconditional discounts;    8. “**proof of B-BBEE status level of contributor**” means:       1. B-BBEE Status level certificate issued by an authorized body or person;       2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;       3. Any other requirement prescribed in terms of the B-BBEE Act;    9. **“QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;    10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; 2. **POINTS AWARDED FOR PRICE**    1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS   A maximum of 80 or 90 points is allocated for price on the following basis:  80/20 or 90/10  or  Where  Ps = Points scored for price of bid under consideration  Pt = Price of bid under consideration  Pmin = Price of lowest acceptable bid   1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**    1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:  |  |  |  | | --- | --- | --- | | **B-BBEE Status Level of Contributor** | **Number of points**  **(90/10 system)** | **Number of points**  **(80/20 system)** | | 1 | 10 | 20 | | 2 | 9 | 18 | | 3 | 6 | 14 | | 4 | 5 | 12 | | 5 | 4 | 8 | | 6 | 3 | 6 | | 7 | 2 | 4 | | 8 | 1 | 2 | | Non-compliant contributor | 0 | 0 | | |
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| 1. **BID DECLARATION**    1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following: 2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**     1. B-BBEE Status Level of Contributor:= ………(maximum of 10 or 20 points)   (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.   1. **SUB-CONTRACTING**    1. Will any portion of the contract be sub-contracted?   (Tick applicable box)   |  |  |  |  | | --- | --- | --- | --- | | YES |  | NO |  |  * + 1. If yes, indicate:        1. What percentage of the contract will be subcontracted............…………….…………%        2. The name of the sub-contractor…………………………………………………………..        3. The B-BBEE status level of the sub-contractor......................................……………..        4. Whether the sub-contractor is an EME or QSE   (Tick applicable box)   |  |  |  |  | | --- | --- | --- | --- | | YES |  | NO |  |  * + - 1. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:  |  |  |  | | --- | --- | --- | | Designated Group: An EME or QSE which is at last 51% owned by: | EME  √ | QSE  √ | | Black people |  |  | | Black people who are youth |  |  | | Black people who are women |  |  | | Black people with disabilities |  |  | | Black people living in rural or underdeveloped areas or townships |  |  | | Cooperative owned by black people |  |  | | Black people who are military veterans |  |  | | OR | | | | Any EME |  |  | | Any QSE |  |  |  1. **DECLARATION WITH REGARD TO COMPANY/FIRM**    1. Name of company/firm: …………………………………………………………………………….    2. VAT registration number: ……………………………………….…………………………………    3. Company registration number:…………….……………………….…………………………….    4. TYPE OF COMPANY/ FIRM    Partnership/Joint Venture / Consortium   One person business/sole propriety   Close corporation   Company   (Pty) Limited  [TICK APPLICABLE BOX]   * 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES   …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..   * 1. COMPANY CLASSIFICATION    Manufacturer   Supplier   Professional service provider   Other service providers, e.g. transporter, etc.  [TICK APPLICABLE BOX]   * 1. Total number of years the company/firm has been in business: ……………………………   2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:      1. The information furnished is true and correct;      2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;      3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;      4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –         1. disqualify the person from the bidding process;         2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;         3. 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;         4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and         5. Forward the matter for criminal prosecution. | |

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| SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS |
| This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).  Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].   1. **General Conditions**    1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.    2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.    3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.    4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.    5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:   LC = [1 - x / y] \* 100  Where  x is the imported content in Rand  y is the bid price in Rand excluding value added tax (VAT)  Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.  **The SABS approved technical specification number SATS 1286:2011 is accessible on** [**http:/www.thedti.gov.za/industrial development/ip.jsp**](http://www.thedti.gov.za/industrial%20development/ip.jsp) **at no cost.**   * 1. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;  1. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**   Description of services, works or goods Stipulated minimum threshold  \_\_\_\_\_\_\_ **Not applicable** \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_%  \_\_\_\_\_\_\_\_\_ **Not applicable** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_%  \_\_\_\_ **Not applicable** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_%  **3**. Does any portion of the goods or services offered have any imported content?  (***Tick applicable box***)   |  |  |  |  | | --- | --- | --- | --- | | YES |  | NO |  |   3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.  The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)  Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):   |  |  | | --- | --- | | **Currency** | **Rates of exchange** | | US Dollar | **Not applicable** | | Pound Sterling | **Not applicable** | | Euro | **Not applicable** | | Yen | **Not applicable** | | Other | **Not applicable** |   NB: Bidders must submit proof of the SARB rate (s) of exchange used.  **4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.  **LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)**   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO.** ................ **Not applicable**.................................................................  **ISSUED BY**: (Procurement Authority / Name of Institution): ........**Not applicable**...............................................  NB   1. The obligation to complete, duly sign, and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder. 2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D, and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to update continuously Declarations C, D, and E with the actual values for the duration of the contract.   I, the undersigned, …………………………….................................................... (full names),  Do hereby declare, in my capacity as ……………………………………… ………..  of ...............................................................................................................(name of bidder entity), the following:   1. The facts contained herein are within my own personal knowledge. 2. I have satisfied myself that: 3. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and 4. The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:  |  |  | | --- | --- | | Bid price, excluding VAT (y) | N/A | | Imported content (x), as calculated in terms of SATS 1286:2011 | N/A | | Stipulated minimum threshold for local content (paragraph 3 above) | N/A | | Local content %, as calculated in terms of SATS 1286:2011 | N/A |   **If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**  **The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration C, D and E.**   1. I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011. 2. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).   **SIGNATURE: DATE: \_\_\_\_\_\_\_\_\_\_\_**  **WITNESS No. 1 DATE: \_\_\_\_\_\_\_\_\_\_\_**  **WITNESS No. 2 DATE: \_\_\_\_\_\_\_\_\_\_\_** | |

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| SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES | |
| Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: | YES / NO |
| Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: | YES / NO |
| Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: | YES / NO |
| Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: | YES / NO |
| The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | |

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| SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |
| I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect: |
| I have read and I understand the contents of this Certificate; |
| I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; |
| I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder; |
| Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder; |
| For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:   1. Has been requested to submit a Bid in response to this Bid invitation; 2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and 3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder |
| The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding. |
| In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:   1. Prices; 2. Geographical area where product or service will be rendered (market allocation); 3. Methods, factors or formulas used to calculate prices; 4. The intention or decision to submit or not to submit, a Bid; 5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or 6. Bidding with the intention not to win the Bid. |
| In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates. |
| The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract. |
| I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation |

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| REFERENCE LETTER FORMAT |
| Bidder’s Letterhead  We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Referee Letterhead** | **Referee Legal Name** | | | | | | **REFERENCE ON COMPANY: xxxxx** | | | | | | | **Bid Number:** | **NRF/SAASTA/03/2018-2019** | | | | | | **Bid Description** | | | | | | |  | | | | | | | Describe the service/work the above bidder provide to you below | | | | | | |  | | | | | | | **Criteria / risks** | | **Below requirements** | **Meets requirements** | **Exceeds requirements** | | | Professionalism | |  |  |  | | | Completion times | |  |  |  | | | Satisfaction with work done | |  |  |  | | | Availability of spares | |  |  |  | | | Technology up to date | |  |  |  | | | Management of costs | |  |  |  | | | Project management | |  |  |  | | | Overall Impression | | Other comments | | | | | Approximate value of contract | |  | | | | | Would you use the provider again? | | | | | YES/NO |  |  |  | | --- | --- | | Completed by: |  | | Signature: |  | | Company Name: |  | | Contact Telephone Number: |  | | Date: |  | |

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| GENERAL CONDITIONS OF CONTRACT | |
| In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.  **The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions, Special Conditions specific to this bid contract not part of the General Conditions of Contract, and which General Conditions of Contract (GCC) are not applicable to this contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.** | |
| GCC1 | * **Definitions - The following terms shall be interpreted as indicated:** |
| * 1. “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.   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.   3. “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.   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.   5. "**Countervailing duties**” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.   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.   7. “**Day**” means calendar day.   8. “**Delivery**” means delivery in compliance of the conditions of the contract or order.   9. “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.   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.   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.   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.   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.   14. “**GCC**” mean the General Conditions of Contract.   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.   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.   17. “**Local content**” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.   18. “**Manufacture**” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.   19. “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.   20. “**Project site**”, where applicable, means the place indicated in bidding documents.   21. “**Purchaser**” means the organization purchasing the goods.   22. “**Republic**” means the Republic of South Africa.   23. “**SCC**” means the Special Conditions of Contract.   24. “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.   25. “**Written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing. |
| GCC2 | 1. **Application** |
|  | * 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. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.   3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. |
| GCC3 | 1. **General** |
|  | * 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.   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 |
| GCC4 | 1. **Standards** |
|  | * 1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| SCC4 | 1. SAASTA reserves the right to withdraw and cancel the call for Service Providers. 2. SAASTA reserves the right to have the quality of material reviewed according to Scientific Editorial Process (SEP). 3. SAASTA reserves the right to return questions and solutions that might require reworking due to unacceptable quality or standard. 4. SAASTA reserves the right to evaluate the CVS of the team members at any time when the work is assigned. |
| GCC5 | 1. **Use of contract documents and information** |
|  | * 1. The supplier shall not disclose, without the purchaser’s prior written consent, 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.   2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.   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.   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**  All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to the National Research Foundation at the commencement of this contract.  The contracted supplier grants the National Research Foundation a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that the National Research Foundation requires for the exploitation of the contract intellectual property and to enable the National Research Foundation to obtain the full benefit of the contract intellectual property, for this contract.  The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the National Research Foundation and to give effect to the foregoing:   1. The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the National Research Foundation and the National Research Foundation hereby accepts such assignment, and 2. The contracted supplier undertakes to assign in writing to the National Research Foundation all contract intellectual property and which may invest in the contracted supplier.   The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.  The contracted supplier shall assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the National Research Foundation, or as the National Research Foundation may direct, and to support the National Research Foundation, or its nominee, in the prosecution and enforcement thereof in any country in the world.  The contracted supplier hereby irrevocably appoints the National Research Foundation 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 National Research Foundation, in its absolute discretion, requires in order to give effect to the terms of this clause.  The rights and obligations set out in this clause shall survive termination of this contract indefinitely. |
| SCC5B | **Confidentiality**  The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:   1. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation’s prior written consent. 2. 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 3. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.   The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to   1. Disclose the confidential information to any third party, or 2. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,   The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.  The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:   1. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation; 2. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; 3. 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 National Research Foundation, or 4. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.   The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:   1. All written disclosures received from the NRF; 2. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and 3. All material embodiments of the contract intellectual property.   The recipient acknowledges that the confidential information 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 to the recipient, 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.  The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF 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 | **Protection of Private Information**  The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received.  By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition. |
| GCC6 | 1. **Patent rights** |
|  | * 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 | 1. **Performance security** |
|  | * 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.   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.   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:      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      2. a cashier’s or certified cheque   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. |
| SCC7A | No performance security is required unless an upfront deposit is paid by NRF over an amount of R1m. |
| GCC8 | 1. **Inspections, tests and analyses** |
|  | * 1. All pre-bidding testing will be for the account of the bidder.   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.   3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, 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.   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.   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.   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.   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. 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. |
| SCC8 | No additional requirements for this bid |
| GCC9 | 1. **Packing** |
|  | * 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.   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. |
| SCC9 | No additional requirements for this bid |
| GCC10 | 1. **Delivery and Documentation** |
|  | * 1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.   2. Documents submitted by the supplier specified in SCC. |
| SCC10 | No additional requirements for this bid. |
| GCC11 | 1. **Insurance** |
|  | * 1. The goods supplied under the contract are 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. |
| SCC11A | 1. No additional requirements for this bid. |
| SCC11B | **No additional requirements for this bid.** |
| GCC12 | 1. **Transportation** |
|  | * 1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| SCC12 | No additional requirements for this bid unless separately specified in scope of work/pricing schedule. |
| GCC13 | 1. **Incidental services** |
|  | * 1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:      1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;      2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;      3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;      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      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.   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. |
| SCC13 | No additional requirements for this bid |
| GCC14 | 1. **Spare parts** |
|  | * 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:      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      2. In the event of termination of production of the spare parts:         1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and         2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| SCC14 | N/A |
| GCC15 | 1. **Warranty** |
|  | * 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 develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.   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.   3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.   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.   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. |
| SCC15 | No additional requirements for this bid. |
| GCC16 | 1. **Payment** |
|  | * 1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.   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.   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.   4. Payment will be made in Rand unless otherwise stipulated in SCC |
| SCC16 | N/A |
| GCC17 | 1. **Prices** |
|  | * 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. |
| SCC17 | N/A. |
| GCC18 | 1. **Contract amendment** |
|  | * 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 | 1. **Assignment** |
|  | * 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. |
| SCC19 | Any assignment to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations. |
| GCC20 | 1. **Subcontract** |
|  | * 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 | 1. **Delays in supplier’s performance** |
|  | * 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.   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.   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.   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.   5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.   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 | 1. **Penalties** |
|  | * 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 | 1. **Termination for default** |
|  | * 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:      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;      2. If the Supplier fails to perform any other obligation(s) under the contract; or      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.   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.   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.   4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.   5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.   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:      1. The name and address of the supplier and / or person restricted by the purchaser;      2. The date of commencement of the restriction      3. The period of restriction; and      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.   * 1. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website. |
| GCC24 | 1. **Anti-dumping and countervailing duties and rights** |
|  | * 1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| GCC25 | 1. **Force Majeure** |
|  | * 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.   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 | 1. **Termination for insolvency** |
|  | * 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 | 1. S**ettlement of disputes** |
|  | * 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.   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.   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.   4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.   5. Notwithstanding any reference to mediation and/or court proceedings herein,      1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and      2. The purchaser shall pay the supplier any monies due the supplier. |
| GCC28 | 1. **Limitation of liability** |
|  | * 1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;      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      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 | 1. **Governing language** |
|  | * 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 | 1. **Applicable law** |
|  | * 1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| GCC31 | 1. **Notices** |
|  | * 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   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 |
| SCC31 | Electronic communication, to the extent it meets the requirements of legal notices, is also permitted. |
| GCC32 | 1. **Taxes and duties** |
|  | * 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.   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.   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 | 1. **National Industrial Participation Programme** |
|  | * 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 | 1. **Prohibition of restrictive practices** |
|  | * 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).   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.   3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |

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| BID SUBMISSION CERTIFICATE FORM - (SBD 1) | | | | |
| I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. | | | | |
| 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. | | | | |
| The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document: | | | | |
|  | Invitation to Bid (SBD 1) | | | Specification(s) set out in this Bid Invitation inclusive of any annexures thereto |
| Bidder’s responses to this invitation as attached to this document | | | Pricing Schedule(s) (SBD3) including detailed schedules attached |
| Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard | | | CSD / Tax clearance letter where applicable |
| Declaration of Interest (SBD4); | | | Independent Price Determination (SBD 9) |
| Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate. | | | |
| Declaration of Bidder’s past SCM practice (SBD 8) | | General Conditions of Contract and special/additional conditions of contract as set out in this document | |
| I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. | | | | |
| I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me. | | | | |
| I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid. | | | | |
| I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2 (if applicable), SBD 8, SBD 9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false. | | | | |
| I confirm that I am duly authorised to sign this offer/ bid response. | | | | |
| **NAME (PRINT)** | |  | | |
| CAPACITY | |  | | |
| SIGNATURE | |  | | |
| **WITNESS 1** | |  | | |
| NAME | |  | | |
| SIGNATURE | |  | | |
| **WITNESS 2** | |  | | |
| NAME | |  | | |
| SIGNATURE | |  | | |
| DATE | |  | | |