



BID: NATIONAL ASTRONOMY QUIZ PROVIDERS

**Appointment of nine potential service providers in the country (one per province) to coordinate and implement the Astronomy Quiz for grade 7 learners within their provinces for the next Astronomy Quiz.**

Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS LISTED IN THIS DOCUMENT

**Bid Number NRF/SAASTA/08/2018-2019**

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| INVITATION TO BID (SBD 1A) | | | | |
| **Bid number** | | **NRF/SAASTA/08/2018-2019** | | |
| **Closing date and time** | | **01 March at 11:00** | | |
| The NRF recognises the date and time as recorded on its systems for closure purposes | | | | |
| **HIGH LEVEL SUMMARY OF BID REQUIREMENTS** | | | | |
| NRF/SAASTA seeks to appoint one organization in each of the nine provinces to liaise with the local Department of Education for schools to participate in the Astronomy Quiz and to implement the Astronomy Quiz in their provinces for the year 2019, with the terms and conditions outlined in this document. | | | | |
| **PRE-QUALIFICATION:** These organizations to which this invitation is addresses must either be science centres, science & technology festival organisers or organizations that are already in the field of promoting science & technology or doing related activities,. | | | | |
| **Bid response documents are deposited in the tender box situated at:** | | | | |
| **PHYSICAL ADDRESS:**  Didacta Building  211 Nana Sita Street  Pretoria  0001  **Tender box is accessible for 24hours in 7 days/week**  **Dimensions of tender box opening is *10cm X 40cm*** | | | **ADDRESSED AS FOLLOWS:**  On the face of the envelope:   * **Attention: SCM,** Bid Number, * Potential Provider’s name, * Postal Address, * Project Manager’s name, Telephone & Cell phone Numbers and * Email Address   **NB: THE BID MUST NOT BE ADDRESSED TO ANY OTHER PERSON, OTHERWISE IT WILL NOT BE ACCEPTED** | |
| **Bidding procedure enquiries are directed in writing to:** | | | **Technical information enquiries are directed in writing to:** | |
| Section | Finance and Administration | | Section | Science Education Division |
| Contact person | Tshepo Matheane  Lucas Sandleni | | Contact person | Erna Taljaard/Zinzi Madiope |
| 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/**  **zinzi@saasta.ac.za** |

| SUPPLIER INFORMATION | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name Of Bidder** | | | | | | | | | | | |
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| **Postal Address** | | | | | | | | | | | |
|  | | | | | | | | | | | |
| **Street Address** | | | | | | | | | | | |
|  | | | | | | | | | | | |
| **Telephone Number** | | | | | | | | | | | |
| Code |  | | Number | | | |  | | | | |
| **Cell Phone Number** | | | | | | | | | | | |
| Code |  | | Number | | | |  | | | | |
| **Facsimile Number** | | | | | | | | | | | |
| Code |  | | Number | | | |  | | | | |
| **E-Mail Address** | | | | | | | | | | | |
|  | | | | | | | | | | | |
| **VAT Registration Number** | | | | | | | | | | | |
|  | | | | | | | | | | | |
| **Tax Compliance Status** | | Tax Compliance System PIN | | |  | | | OR | Central Supplier Database No. | | MAAA |
| **B-BBEE Status Level Verification Certificate** | | | | Not applicable for this bid | | | | | | | |
| **[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]** | | | | | | | | | | | |
| **Are you the accredited representative in South Africa for the goods /services/works offered?** | | | | | | ❑ Yes ❑ No  [If yes enclose proof] | | **Are you a foreign-based supplier for the goods/services/ works offered?** | | ❑ Yes ❑ No  [If yes, answer the questionnaire below] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS   |  |  | | --- | --- | | Is the entity a resident of the Republic of South Africa (RSA)? | ❑ Yes ❑ No | | Does the entity have a branch in the RSA? | ❑ Yes ❑ No | | Does the entity have a permanent establishment in the RSA? | ❑ Yes ❑ No | | Does the entity have any source of income in the RSA? | ❑ Yes ❑ No | | Is the entity liable in the RSA for any form of taxation? | ❑ Yes ❑ No |   If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below. | | | | | | | | | | | |

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| 1. **BID SUBMISSION:** | |
| |  |  | | --- | --- | | 1.1 | Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration. | | 1.2 | All bids must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the bid document. Bid pages are bound to minimise risk of lost pages. | | 1.3 | This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements. | | 1.4 | The successful bidder will be required to fill in and sign a written contract form (SBD7). | | |
| 1. **TAX COMPLIANCE REQUIREMENTS** | |
| |  |  | | --- | --- | | 2.1 | Bidders must ensure compliance with their tax obligations. | | 2.2 | Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. | | 2.3 | Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za. | | 2.5 | In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number. | | 2.6 | Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided. | | |
| 1. **VALIDITY PERIOD FROM DATE OF CLOSURE** | 150 days |
| 1. **ACKNOWLEDGEMENT OF READING EACH PAGE** | |
| The respondent warrants by signature in this document that the bidder has read and accepts each page in this document and any annexures including the funding. The acceptance of the SBD 7 through signature applies to each page | |
| 1. **CENTRAL SUPPLIER DATABASE REGISTRATION** | |
| Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier’s tax status on the Central Supplier Database. | |

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| 1. **CLARIFICATION** |

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| If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party. |

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| 1. **RESPONSE PREPARATION COSTS** |

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| 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. |

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| 1. **COLLUSION, FRAUD AND CORRUPTION** |

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

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| 1. **FRONTING** |

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| 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. |

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| 1. **DISCLAIMERS** |

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| 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. |
| THE BIDDING SELECTION PROCESS |
| **Stage 1 – Compliance to submission requirements**  Potential National Quiz providers 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 and conform to all the terms, conditions, and specifications as set out in this document. |
| **Stage 2 – Evaluation of Bids against Technical Specifications** |
| Stage 2A – Evaluation of Implementation Plan against Specifications  Only potential National Quiz providers meeting or exceeding the minimum threshold of 65% in the evaluation criteria set out in this document enter financial support in conducting the National Quiz in their provinces. In case there are more than one National Quiz provider with a threshold of more than 65% in one province, the National Quiz provider with the highest technical score will be awarded the funding. |
| Stage 2B – Due Diligence Research  NRF/SAASTA confirms the recommended National Quiz provider(s) for first time National Quiz providers with their referees to confirm the recommendation. |
| **Stage 3 – Funding Allocation**  The National Quiz providers meeting the minimum threshold of 65% will be considered for funding. Please note that NRF\SAASTA awards to the National Quiz provider scoring the highest points in a province. |
| **Stage 4 – Funding Award and Contract Signing**  NRF/SAASTA recommends National Quiz providers to the Delegated Authorities for approval to award the contracts to the recommended National Quiz providers subject to having supplied the relevant administrative documentation. |
| CANCELLATION OF THE BID PRIOR TO AWARD |
| NRF reserves the right to cancel the award prior to issuing the finding letter and signing the contract form (SBD 7). |
| SBD 1 SIGNATURE |
| **NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE FUNDING REQUEST INVALID.** |
| **SIGNATURE OF PROVIDER:** |
| **CAPACITY UNDER WHICH THIS FUNDING APPLICATION IS SIGNED**  (Proof of authority must be submitted e.g. company resolution**)** |
| **DATE:** |

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| ASTRONOMY QUIZ CONTRACT |
| INTRODUCTION TO THE NRF |
| The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and will contract with the awarded bidder. 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) with the mandate to advance public awareness, appreciation and engagement of science, technology, engineering, mathematics and innovation (STEMI) in South Africa. SAASTA conducts its mandate through the seamless integrated collaboration of its divisions, being:   * The Science Awareness Platform, * Science Communication, * Science Education, * Corporate Communications, * Monitoring & Evaluation as well as * Finance and Administration |
| CONTEXT OF THIS PROCUREMENT |
| NRF/SAASTA has been coordinating and implementing the Astronomy Quiz since 2006 through various providers within the country. NRF/SAASTA implements this competition with the aim of promoting the awareness of astronomy, increase and enhances the knowledge and insight of learners in the different concepts in astronomy.  Astronomy quiz, popularly known as AstroQuizTM is an astronomy competition for grade 7 learners and implemented in all the provinces of our country. It is held in the form of a knockout quiz for teams of 4 grade 7 learners per school, with winners in each stage progressing on to the next round – four rounds in total. All provincial winners, a group of 4 per province participate in the National Finals that are organised by NRF/SAASTA and held in September/October school holidays every year.  Besides providing funding support to the centres, every year NRF/SAASTA ensures that questions for the quiz are set and educational materials produced and distributed to all the participating centres for the preparation of the quiz.  To date we have engaged more than 20 centres in all the nine provinces and have reached more than eight thousand grade 7 learnersin 2018.  **EDUCATIONAL RESOURCES**   * + All questions used during the quiz will be provided by NRF/SAASTA   + Selected educational resource materials that must be used in the preparation of the quiz will be provided by NRF/SAASTA |
| CONTRACT PERIOD |
| The contract is for implementation of the 2019 National Astronomy Quiz. The contract is for a period as stipulated in the Letter of Acceptance. The period commences from the date that both parties sign the contract (SBD7) until completion. |
| DETAILED SPECIFICATION |
| * ***Potential respondents adhere to the following:***   + *Send one proposal per organization with a total budget that does not exceed a total of* ***R 65 000-00*** *all inclusive*   + *Liaise with department of education and involve a minimum number of 50 schools for participation in your province*   + *Collaborate with other related organizations within the province for implementation of AstroQuiz (if you need more information on other science centres or related organizations in your province, please contact erna@saasta.ac.za/ zinzi@saasta.ac.za)*   + *Implement all the four rounds of the quiz and submit reports after every round*   + *Conduct astronomy quiz briefing session for the educators, especially new ones*   + ***Administer quiz examinations from round 1 and round 2 to as many teams as you can handle at schools and to rounds 3 & 4 to only ONE team per school, as per stipulated dates***   + *Submit participants’ registers with every report on the NRF/SAASTA template provided.* ***Any other templates WILL NOT BE ACCEPTED and will lead to nullification of the data/numbers.***   + *If you are going to produce some materials, e.g. awards, please follow appropriate NRF/SAASTA branding guidelines (Bafedile to se insert the link once doc is done)*   + *Submit financial report with all required proofs and CD/memory stick with quality photos for all the four rounds four weeks after the national awards.*   **Please note the following:**   * For National Finals in Pretoria - venue to be confirmed, please include travel expenses for 4 learners, 1 teacher, 1 centre representative and/or district official. Also to be considered is the refreshments to and fro the finals. * **SAASTA will:**   + Pay for your accommodation at the National Finals   + Not pay any S&T claims for the National Finals   + Not pay any travel costs to the National Finals * **Payment terms will be as follows:**   + The first 80% after approval of your contract   + The remaining 20% after receipt of financial report with all other supporting documents |
| Project Implementation Plan |
| The potential National Astronomy Quiz providers provide a plan setting out how they plan to administer/run the quiz in detail (e.g. centres collaborating with; plan of collaboration; how will each centre works with which schools in which municipalities; how to run the whole quiz; who will be involved in the whole administration of the quiz). The plan includes how the providers meet the reporting requirements for SAASTA and, most importantly, how the provider plans to reach a minimum number of schools (plans of how to reach this minimum, what will you do to determine this minimum & what will you do to exceed this number) in their selected province. |

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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 sets of original documents (including their response to the invitation and required funding) in hard copy format (paper document) to the NRF. These serve as the original master sets for the legal contract document and, upon award and signature, the legal contract document between the bidder and the NRF. The respondents attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. | | | |
| **Number of EVALUATION copies (physical documents)**: | | 4 of pricing schedule (SBD 3) ONLY | |
| Bidders mark documents as “**Copy for evaluation**” and number all pages sequentially. | | | |
| RETURNABLE DOCUMENTS CHECKLIST | | | |
| **Legislative/Technical Documents** | Compliance | | |

| (M – Mandatory); (O – Optional) | Submitted | | Bid Section Reference | Reference to Bidder’s document |
| --- | --- | --- | --- | --- |
| Bidder Eligibility | | | | |
| Procurement Invitation (SBD 1), signed and completed. | M | ❑ Yes  ❑ No | Page 7 |  |
| Declaration of Interest with Government (SBD 4), signed and completed. | M | ❑ Yes  ❑ No | Page 20 |  |
| Declaration of Past SCM Practices (SBD 8), signed and completed. | M | ❑ Yes  ❑ No | Page 21 |  |
| Certificate of Independent Bid Determination (SBD 9), signed and completed. | M | ❑ Yes  ❑ No | Page 22 |  |
| Three (3) references on SBD 3 | **M** | ❑ Yes  ❑ No | Page [12](#SBD3APPL) |  |
| CSD Report (printed by the respondent and attached | **M** | ❑ Yes  ❑ No | Page 7 |  |
| Pricing Documents | Compliance | | | |
| Completed Pricing (SBD 3) as set out in this document | **M** | ❑ Yes  ❑ No | Page [12](#SBD3APPL) |  |

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| ELIGIBILITY CRITERIA | | | | | | | |
| **Selection Element** | | **Meet Specification Minimum** | | **Bid Section Reference** | **Reference to Bidder’s document** | |
| **Bidder Eligibility Administration** | | | | | | |
| 1 | Procurement Invitation (SBD 1), signed and completed. | ❑ YES ❑ NO | Page 7 | | |  |
| 2 | Declaration of Interest with Government (SBD 4), signed and completed. | ❑ YES ❑ NO | Page 20 | | |  |
| 3 | Declaration of Past SCM Practices (SBD 8), signed and completed. | ❑ YES ❑ NO | Page 21 | | |  |
| 4 | Certificate of Independent Bid Determination (SBD 9), signed and completed. | ❑ YES ❑ NO | Page 22 | | |  |
| 5 | Three (3) references on SBD 3 | ❑ YES ❑ NO | Page [12](#SBD3APPL) | | |  |
| 6 | CSD Report (printed by the respondent and attached | ❑ YES ❑ NO | Page 7 | | |  |
| 7 | Science centre/festival organiser or organization promoting science and technology | ❑ YES ❑ NO | Page 3 **PRE-QUALIFICATION** | | |  |
| 8 | A cap of R65 000-00 has been met | ❑ YES ❑ NO | Page 13 **AWARD CAP** | | |  |
| 9 | Detailed implementation plan | ❑ YES ❑ NO | Page 9 Project Implementation Plan  Page 15 **PROJECT IMPLEMENTATION PLAN** | | |  |

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| **Specification Eligibility** | | | |
| **NO.** | **SELECTION ELEMENT** | **WEIGHT** | **SCORE** |
| **1.** | **The plan of how to administer/run the quiz has been explained in detail (e.g. centers you are collaborating with; your plan of collaboration; how will each center work with which schools in which municipalities; how to run the whole quiz; who will be involved in the whole administration of the quiz, etc is explicit in the implementation plan)** | 45 |  |
| |  |  | | --- | --- | | **Scoring Table** | **Rating** | | No Plan | 0 | | Plan to run the quiz is not clear | 1 | | Plan to run the quiz in collaboration to schools only | 2 | | Plan to run the quiz in collaboration with other centres and schools | 3 | | Plan to run the quiz in collaboration with other centres and schools; team with roles and contingency plan provided | 4 | | | |
| **2.** | **A plan of how are they going to meet the reporting requirements for SAASTA (what to be done in meeting deadlines; doing all your procurements; working with your internal stakeholders etc)** | 15 |  |
| |  |  | | --- | --- | | **Description** | **Rating** | | No information is provided | 0 | | The plan has information on meeting deadlines only | 1 | | The plan has information on meeting deadlines & doing procurements only | 2 | | The plan has information on meeting deadlines, doing procurements & working with internal stakeholders only | 3 | | The plan has information on meeting deadlines, doing procurements & working with internal stakeholders & other relevant information | 4 | | | |
| **3** | **A plan of how the center will reach a minimum number of schools (plans of how to reach this minimum, what will you do to determine this minimum & what will you do to exceed this number)** | **15** |  |
| |  |  | | --- | --- | | **Description** | **Rating** | | No information is provided | 0 | | The plan is not clearly defining the reach of 50 schools | 1 | | The plan explains the reach of 51 - 70 schools | 2 | | The plan is detailed in reaching 71 to 90 schools | 3 | | The plan is detailed in reaching more than 91 schools | 4 | | | |
| **4.** | **The potential National Quiz provider’s budget provides value for money** | 25 |  |
| |  |  | | --- | --- | | **Description** | **Rating** | | Information has been provided but line items do not contain enough details | 0 | | The potential grant holder’s budget does not give value for money on any line items | 1 | | Less than 80% of line items in the budget does not give value for money | 2 | | 80% of the line items in the budget give value for money | 3 | | 100% of the line items gives value for money | 4 | | | |
| **TOTAL** | | **100** |  |

| SBD 3: FUNDING ALLOCATION | |
| --- | --- |
| **Pricing Special Conditions** | |
| 1 | **Pricing Schedule:** In terms of General Conditions of contract clause 17.1, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below: |
| * **Travel claims can be charged up to a maximum of R3.61 per km when using a private vehicle.** * **A management fee of up to a maximum of 10% of actual expenses will be allowed. This fee must be calculated by adding up all expenses FIRST and calculating 10% of those total expenses. The budget must clearly show how the 10% management fee was calculated.** * **NO PROMOTIONAL ITEMS WILL BE FUNDED** (i.e. T-Shirts, caps, pens etc.) * **NO CAPITAL EQUIPMENT WILL BE FUNDED** (i.e. Computers, Printers, etc.) |
| **Capital equipment: SAASTA does not fund the purchase of fixed assets. However, specialized equipment can be motivated if there is clear relevance to the project, together with details of how/where this equipment will be used after the completion of the project.** |
| **Travel and subsistence rates: Rates may not exceed NRF policy limits prevailing at the time. The number of kilometers, days, nights or other unit and the rate applied for each unit must be disclosed. If necessary, rates may be adjusted to fall in line with NRF policy when funding is considered.** |
| 2 | **Funding Allocation Ceiling/****AWARD CAP For determining allocation of funding support, NRF\SAASTA reserves the right to determine the funding ceiling for each provider utilising the activities and funding application request in this section.** |
| ****AWARD CAP****  **Only one proposal per organization/province will be considered with the maximum award being capped at R65 000 (VAT inclusive). An organization is defined as an independent business unit.** |
| 3 | **Commitment of funding to the Contract:** The NRF, when issuing the written purchase order under the contract , guarantees that the funding is available for the value of that purchase order. |
| 4 | **Placement of written purchase orders for activities being funded:** The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract. |
| 5 | **Price quoted** is South African Rands in terms of General Conditions of contract clause 16.4 |
| **6** | **Price Quotation Basis:** Price quoted is fully inclusive of all costs to deliver the services and/or goods to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. |
| **7** | Potential providers must submit their proposal on SBD 3 provided. NO OTHER TEMPLATE WILL BE ACCEPTED  **Calculations must be detailed and submitted on the prescribed SBD 3 template below.** |

**ASTROQUIZ 2019 (SBD 3) (Make 4 evaluation copies from this page until the end of the budget page)**

**Application and Submission of Proposal Form**

**For SAASTA office use only:**

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| --- | --- | --- |
| **Programme:**  **AstroQuizTM** | **SAASTA Bid Number:**  **NRF/SAASTA/08/2018-2019** | **Closing Date: 01 March 2019** |

Please complete all fields of this form, stating N/A (not applicable) where appropriate.

**Project Proposal Details**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of Organization / Institution** | |  | | | | | | | | |
| **Core business** | |  | | | | | | | | |
| **Physical address** | |  | | | | | | | | |
| **Organization’s telephone number** | |  | | | | | | | | |
| **Province where the Organisation / Institution is located** | |  | | | | | | | | |
| **PROJECT LOCATION/SITES** | | | | | | | | | | |
| **PROVINCE IN WHICH THE PROJECT WILL BE IMPLEMENTED** | |  | | | | | | | | |
| **Centers collaborating with (please include your center too)** | | **Centre name** | | | **District Municipality** | | | **# invited schools** | | |
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| **TOTAL NUMBER OF INVITED SCHOOLS** | |  | | | | | | | | |
| **FACTORS WHICH MAY IMPACT UPON DELIVERY OF PROJECT ACTIVITIES** | | **FACTOR** | | | | **MITIGATION** | | | | |
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| **CONTINGENCY PLAN** | |  | | | | | | | | |
| **REFEREES** Please provide the names and contact details of three reputable persons whom can attest to the quality of your work. | | | | | | | | | | |
| **Name & Designation** | **Organisation** | | | **Contact Details** | | | | | **Email** | |
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| **PROJECT IMPLEMENTATION PLAN (explain in detail who will be doing what, when; the plan of how to administer/run the quiz (e.g. centres you are collaborating with; your plan of collaboration; how will each centre work with which schools in which areas; how to run the whole quiz; who will be involved in the whole administration of the quiz, etc).**  **NB: WITHOUT THIS PLAN, THERE IS NO EVALUATION THAT WILL BE DONE** | | **Date** | **Activity** | | | | | | | **BY WHO @ WHICH CENTRE** |
|  |  | | | | | | |  |
| **INDICATE SPECIFIC WAYS USED TO MEASURE PROJECT SUCCESS (DIRECTLY OR INDIRECTLY THROUGH INDICATORS) [[1]](#footnote-1)** | |  | | | | | | | | |
| **HAVE YOU UNDERTAKEN A PROJECT OF THIS NATURE BEFORE? (TICK ONE)** | | **YES** | | | | | **NO** | | | |
| **NAME OF THAT PROJECT** | |  | | | | | | | | |

**Contact details of Project Leader**

|  |  |  |
| --- | --- | --- |
| **Title & Surname** |  | |
| **Full Names** |  | |
| **Nationality** |  | |
| **Identity Number** |  | |
| **ACADEMIC QUALIFICATIONS** |  | |
| **CELLPHONE NUMBER** |  | |
| **YOUR EMAIL ADDRESS** |  | |
| **SUMMARY OF RELEVANT EXPERIENCE** |  | |
| **CURRENT POSITION IN THE INSTITUTION** |  | |
| **BRIEF CAREER HISTORY** |  | |
| **PREVIOUS SIMILAR PROJECTS UNDERTAKEN BY PROJECT LEADER** | **PROJECT DESCRIPTION** | **DATES UNDERTAKEN** |
|  |  |

**General Project Administration Information**

|  |  |  |
| --- | --- | --- |
| **AUTHORIZED SIGNATORY FOR ORGANISATION** | **NAME** | **POSITION** |
|  |  |
| **NAME/DESIGNATION OF PROJECT FINANCIAL  ADMINISTRATOR** | **NAME** | **POSITION** |
|  |  |
| **ALTERNATIVE CONTACT PERSON IF PROJECT LEADER IS UNABLE TO COMPLETE OBLIGATIONS** | **NAME** | **POSITION** |
|  |  |
| **PROPOSED TEAM MEMBERS** | **NAME** | **POSITION** |
|  |  |
| **ORGANISATION’S VAT REGISTRATION NUMBER** |  | |
| **BANK DETAILS Name of account holder Type of account Name of Bank Branch Bank Branch Code Bank Account Number** |  | |

**Project Budget   
Budgets must include VAT.** Please provide full details of all expected costs of the project (e.g. event costs, travel and subsistence, production, printing, distribution etc). Kindly provide comprehensive descriptions of budgeted costs and how these are calculated. You are also requested to take into account footnotes regarding capital equipment[[2]](#footnote-2) and Travel & Subsistence[[3]](#footnote-3):

|  |  |
| --- | --- |
| **ITEM DESCRIPTION** | **COST (RAND)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Other funding sources (source & purpose)** |  |
| **Amount requested from SAASTA** |  |

| SPECIAL SERVICE CONDITIONS OF CONTRACT | |
| --- | --- |
| 1 | **Implementation Planning and Project Management**  The contracted National Quiz providers meet with the SAASTA National Quiz project team to review the draft project plan, finalise the project plan, and other requirements for successful delivery of the National Quiz per province. |
| 2 | **Performance verification**  In terms of GCC Clause 16 read with the SCC Clause 16.2A, the SAASTA National Quiz project team verifies that the performance of this contract in terms of delivery of the National Astronomy Quiz at the contracted performance level with the represented of the contracted providers. Both parties verify this through signing the verification documentation.  Further verification steps are set out below:   1. PERFORMANCE MONITORING: NARRATIVE REPORT (SITE REPORT) AND FINANCIAL REPORT    1. These reports are compulsory and form part of the deliverables against which payment will be made.    2. NRF\SAASTA provides a template to you once you have been selected. **NO OTHER TEMPLATES WILL BE ACCEPTED**    3. The National Quiz provider deals with any queries from NRF/SAASTA within 72 hours.    4. All reports, narrative and financial, must adhere to the deadline.    5. The financial report must include a full list of expenditures and be accompanied by both proof of expenditure as well as proof of payment for each expense.    6. The National Quiz providers must write on the proof of expenditure and proof of payment the line item number corresponding with the list of expenditures stated in the budget.    7. Non-compliance of the above will be penalised 2. **SUBMISSION OF INVOICES**    1. NRF/SAASTA undertakes to pay validated invoices in full within 30 (thirty) days from date of validation **provided** that all the necessary documents were submitted, i.e. proof of expenditure per item claimed, proof of payment per item claimed and expenditure approved in the agreed/signed budget | |
| 3 | **Contracted Party Due Diligence:** The NRF has the right to conduct due diligence including attending Quiz sessions at any time during the contract period. |
| 4 | **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it. |
| 5 | **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.  Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.  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 Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.  To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The 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 NRF 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 NRF 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 PERFORMANCE LEVELS | |
| --- | --- |
| 1. | The contracted National Quiz provider recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted N National Quiz provider’s failure to meet any performance level is not susceptible to precise determination. |
| 4. | The NRF excuses the contracted National Quiz provider from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement. |
|  | If the contracted National Quiz provider fails to meet any performance level:   * The contracted National Quiz provider shall investigate and report on the root causes of the performance level failure; * Promptly correct the failure and begin meeting the set performance levels; * Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and * Take appropriate preventive measures to prevent the recurrence of the performance level failure. |
| 6. | Both parties are responsible for monitoring and measuring the performance of the contracted National Quiz provider against the performance levels set in this document. The NRF deems failure by the contracted National Quiz provider to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels. |
| **STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS** | |

| Service/Goods being Measured | Measurement Methodology | **P**enalty/Bonus and level applicable from |
| --- | --- | --- |
| Proof of paid expenditure | All submitted receipts will be checked | No payment will be made  Return of any advances or prepayment made at the discretion of SAASTA |
| Proof of expenditure not submitted | All submitted proofs will be checked | No payment will be made |
| No registers submitted | Registers will be checked | No payment of final tranche will be made |
| New items | Unapproved items | No payment will be made |

| 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: | | |

| 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. | |

| 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:   * Has been requested to submit a Bid in response to this Bid invitation; * Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and * 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 |

| 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 below that GCC clause. Special contract conditions specific to this bid contract that are not part of the General Conditions section are listed in the above sections of this document. 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: |
| 1.1 | “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids. |
| 1.2 | **“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..** |
| 1.3 | **“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.** |
| 1.4 | **“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.** |
| 1.5 | "**Countervailing duties**” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. |
| 1.6 | “**Country of origin**” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.. |
| 1.7 | “**Day**” means calendar day. |
| 1.8 | “**Delivery**” means delivery in compliance of the conditions of the contract or order. |
| 1.9 | “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.. |
| 1.10 | “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. |
| 1.11 | "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. |
| 1.12 | ”**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. |
| 1.13 | “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. |
| 1.14 | “**GCC**” mean the General Conditions of Contract. |
| 1.15 | “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. |
| 1.16 | “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.17 | “**Local content**” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place. |
| 1.18 | “**Manufacture**” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. |
| 1.19 | “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service. |
| 1.20 | “**Project site**”, where applicable, means the place indicated in bidding documents. |
| 1.21 | “**Purchaser**” means the organization purchasing the goods. |
| 1.22 | “**Republic**” means the Republic of South Africa. |
| 1.23 | “**SCC**” means the Special Conditions of Contract. |
| 1.24 | “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. |
| 1.25 | “**Written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing. |
| GCC2 | Application |
| 2.1 | **These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.** |
| 2.2 | **Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.** |
| 2.3 | **Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.** |
| GCC3 | General |
| 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. |
| 3.2 | With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za |
| GCC4 | Standards |
| 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| SCC4 | No additional standards required. |
| GCC5 | Use of contract documents and information |
| 5.1 | 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. |
| 5.2 | 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. |
| 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser. |
| 5.4 | The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| SCC5A | Copyright and Intellectual Property  **Intellectual property** are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).  **Background intellectual property** is the intellectual property pertaining to this contract, created, and owned by any of the contracted parties to this contract prior to the effective date of this contract.  **Contract intellectual property** is the intellectual property created by the parties to this contract for and in the execution of the contract.  All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.  The contracted supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.  The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).  Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.  The contracted supplier/party agrees to 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 statutory protection.  The contracted supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective 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/party 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 discretion requires in order to give effect to the terms of this clause. |
| 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, 3. 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:   * All written disclosures received from the NRF; * All written transcripts of confidential information disclosed verbally by the National Research Foundation; and * 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 | Patent rights |
| 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| GCC7 | Performance security |
| 7.1 | Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |
| 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract. |
| 7.3 | The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  7.3.2 a cashier’s or certified cheque. |
| 7.4 | The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. |
| SCC7A | No deposit security is required unless an upfront deposit is paid by NRF. |
| GCC8 | Inspections, tests and analyses |
| 8.1 | All pre-bidding testing will be for the account of the bidder. |
| 8.2 | If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. |
| 8.3 | 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. |
| 8.4 | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. |
| 8.5 | Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses. |
| 8.6 | Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. |
| 8.7 | Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. |
| 8.8 | The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC. |
| GCC9 | Packing |
| 9.1 | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit. |
| 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. |
| GCC10 | Delivery and Documentation |
| 10.1 | 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. |
| 10.2 | Documents submitted by the supplier specified in SCC. |
| SCC10 | Delivery and documentation include:  Registers for each Quiz held  Proof of paid expenditure |
| GCC11 | ****Insurance**** |
| 11.1 | 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 | The contractor carries insurance of R 3 million for both public liability (including product liability) plus professional indemnity |
| GCC12 | Transportation |
| 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| GCC13 | Incidental services |
| 13.1 | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:  13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;  13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;  13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;  13.1.3 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and  13.1.4 Training of the purchaser’s personnel, at the supplier’s plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| GCC14 | Spare parts |
| 14.1 | As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:  14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and  14.1.2 In the event of termination of production of the spare parts:  14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and  14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| SCC14.1A | Not Applicable |
| GCC15 | Warranty |
| 15.1 | The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. |
| 15.2 | This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. |
| 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract. |
| GCC16 | Payment |
| 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. |
| 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| SCC16.1A | Payment terms are as follows:   1. 80% after approval of the providers allocated funding 2. 20% after receipt and approval of all reports and supporting documents as mentioned in this bid. |
| SCC16.2A | Clause 16.2 is met only where the invoice is accompanied by NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract. |
| GCC17 | Prices |
| 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be. |
| GCC18 | Contract amendment |
| 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| GCC19 | Assignment |
| 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent. |
| GCC20 | Subcontract |
| 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract |
| SCC20 | Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations. |
| GCC21 | Delays in supplier’s performance |
| 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available. |
| 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| GCC22 | Penalties |
| 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| GCC23 | Termination for default |
| 23.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;  23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or  23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| 23.2 | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| SCC23.2A | In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier. |
| 23.3 | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. |
| 23.4 | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. |
| 23.5 | Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. |
| 23.6 | If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  23.6.1 The name and address of the supplier and / or person restricted by the purchaser;  23.6.2 The date of commencement of the restriction  23.6.3 The period of restriction; and  23.6.4 The reasons for the restriction.  These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector. |
| 23.7 | If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website. |
| GCC24 | Anti-dumping and countervailing duties and rights |
| 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| GCC25 | Force Majeure |
| 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event |
| GCC26 | Termination for insolvency |
| 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| GCC27 | Settlement of disputes |
| 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,  27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  27.5.2 The purchaser shall pay the supplier any monies due the supplier. |
| GCC28 | Limitation of liability |
| 28.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| GCC29 | Governing language |
| 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| GCC30 | Applicable law |
| 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| GCC31 | Notices |
| 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. |
| 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice |
| SCC31 | Electronic communication, to the extent it meets the requirements of legal notices, is also permitted. |
| GCC32 | Taxes and duties |
| 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country. |
| 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services |
| SCC32A | The “tax certificate” in clause 32.3’s second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments. |
| GCC33 | National Industrial Participation Programme |
| 33.1 | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| GCC34 | Prohibition of restrictive practices |
| 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
| 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
| 34.3 | If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |

| 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 |
| 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. | | |
| Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard | | |
| Declaration of Interest (SBD4) | | Independent Price Determination (SBD 9) |
| Declaration of Bidder’s past SCM practice (SBD 8) | | |
| Special Conditions of Contract for pricing, service/goods delivery, and performance management as set out in this document | | |
| General Conditions of Contract and special amendments to these general conditions 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, 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 | |  | |

1. **Project indicators:** Both quantitative and qualitative [↑](#footnote-ref-1)
2. **Capital equipment**: SAASTA does not fund the purchase of fixed assets. However, specialized equipment can be motivated if there is clear relevance to the project, together with details of how/where this equipment will be used after the completion of the project. [↑](#footnote-ref-2)
3. **Travel and subsistence rates**: Rates may not exceed NRF policy limits prevailing at the time. The number of kilometers, days, nights or other unit and the rate applied for each unit must be disclosed. If necessary, rates may be adjusted to fall in line with NRF policy when funding is considered. [↑](#footnote-ref-3)