



**National
Research
Foundation**

INVITATION TO BID (SBD 1 PART A)

BID DESCRIPTION

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SUPPLY REQUIREMENTS

BID NUMBER	NRF SKA SCMM 001 2017
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CLOSING DATE AND TIME	30 October 2017 at 11:00
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Appointment of an institution of higher learning to implement a programme to enhance the school management and teaching of numeracy and literacy, in the Intermediate and senior phases, in the Northern Cape.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FROM (SBD 7)

Validity Period From Date Of Closure:	120 days
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Preferential Procurement System Applicable:	80:20
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Compulsory Briefing Session/ Site Visit Details	Date and Time	29 September 2017 at 10:00
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Venue	SKA SA Office
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Address	2 nd Floor Boardroom 17 Baker Street Rosebank Johannesburg South Africa
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Video Link
2nd Floor Auditorium
The Park, Park Road

		Pineland 7405 South Africa	
	Contract Person	TECHNICAL EQUIRIES	SUPPLY CHAIN MANAGEMENT ENQUIRIES
		Sam Rametse 011 268 3418	Rayyan Arnold 021 506 7300
	BID RESPONSE DOCUMENTS ARE DEPOSITED IN THE BID BOX SITUATED AT:		
	PHYSICAL ADDRESS Tender Box at Reception 17 Baker Street Rosebank Johannesburg 2196 Blend On Baker Building 1 st Floor	ADDRESSED AS FOLLOWS: Bid Number and Name, Postal Address, Contact Name, Telephone Number and Email address on the envelope	
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SUPPLIER INFORMATION

	Name Of Bidder
	Postal Address

	Telephone Number				
	CODE		NUMBER		
	Cell Phone Number				
	CODE		NUMBER		
	Facsimile Number				
	CODE		NUMBER		
	E-Mail Address				
	VAT Registration Number:				
	TAX COMPLIANCE STATUS (Tick applicable box)				
	Compliant		Yes	Non-Compliant	
				Yes	
	TCS PIN			OR	CSD No
	B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick applicable box)				
	CERTIFICATE PROVIDED:	Yes	No	B-BBEE Level:	
	B-BBEE STATUS LEVEL SWORN CERTIFICATE				No
	IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME OF APPLICABLE BOX TICKED (TICK APPLICABLE BOX)			AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
			A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
			A REGISTERED AUDITOR		

				NAME:		
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs AND QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED	Yes	No
		[IF YES ENCLOSE PROOF)			[IF YES ANSWER PART B:3 BELOW]	
SBD 1 SIGNATURE						
SIGNATURE OF BIDDER:						
DATE:						
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT	Supply Chain Management	DEPARTMENT	Human Capacity Development			
CONTACT PERSON	Rayyan Arnold	CONTACT PERSON	Sam Rametse			
TELEPHONE NUMBER	021 506 7300	TELEPHONE NUMBER	011 268 3418			
FACSIMILE NUMBER		FACSIMILE NUMBER				
E-MAIL ADDRESS	rarnold@ska.za.za	E-MAIL ADDRESS	sam@ska.ac.za			

TERMS AND CONDITIONS FOR BIDDING (SBD 1 PART B)

NB: FAILURE TO PROVIDE ANY OF THE BELOW PARTICULARS MAY RENDER THE BID INVALID.

BID SUBMISSION:

- 1.1 BIDS ARE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS ARE NOT ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED)
- 1.3 BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; B-BBEE STATUS LEVEL AND BANKING INFORMATION FOR VERIFICATION PURPOSES)
- 1.4 WHERE A BIDDER IS REGISTERED ON THE CSD, MANDATORY INFORMATION NEED NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIALPROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 NATIONAL RESEARCH FOUNDATION TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

	2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 THE TAX COMPLIANCE REQUIREMENTS ARE NOT APPLICABLE TO FOREIGN BIDDERS / INDIVIDUALS WITH NO SOUTH AFRICAN TAX OBLIGATION, NO HISTORY OF DOING BUSINESS IN SOUTH AFRICA. FOREIGN SUPPLIERS MUST COMPLETE A PRE-AWARD QUESTIONNAIRE FROM SARS ON THEIR TAX OBLIGATION CATEGORISATION. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA /JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE, BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
	3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5 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 OBTAIN A TAX CLEARANCE CERTIFICATE / TAX CLEARANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 3.3 ABOVE

SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL documents for contract signing	2
Bidders must submit the bid in hard copy format (paper document) to the NRF. These serve as the original sets of bid documents including the bidder's response to the specification and the bidders pricing. The NRF with the awarded bidder sign two originals of the SBD7 (contract signature page signed by both parties in black ink). The signed SBD7 by its own constitutes the closure of the competitive bid/tender/request for quotation process. The SBD7 and all of its listed documents, upon signature by both parties, is the legal contract between the parties setting out each party's obligations for execution. These two original document sets serve as the legal bid contract document and the master contract record between the bidder and the NRF. The bidders must attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. Any discrepancy between the evaluation copies and the master record, the master record will prevail. Any discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.	
Number of EVALUATION copies:	1 secured PDF copy on a USB memory stick for technical evaluation and 1 USB for the price evaluation.
Bidders mark documents as "Copy for evaluation" and number all pages sequentially.	
Two envelope system required separating the proposal from the pricing	YES
The objective for the use of the two-envelope system is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased. The first envelope holds all documents excluding the SBD3 (price summary schedule) and detailed supporting pricing documentation. The second envelope holds the SBD3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes	

	that have the envelope addressing as stated in this document.			
	The NRF only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.			
RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION				
RETURNABLE DOCUMENTS			Envelope 1	
(G = Go/No GO; O = Optional)				Bid Section Reference
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 5 if applicable, 6.1, 6.2 if applicable, 8 and 9			G	YES NO
Evidence of capacity to execute the contract			G	YES NO
Proposed high level project plan demonstrating potential execution of the contract and its milestones			G	YES NO
Certified copies of Professional Qualification South African Council for Educators (SACE). Append to Schedule: numeracy and literacy and school management specialists (All key personnel. Please attach in the order that personnel are listed on the schedule)			G	YES NO
The Curriculum Vitae. The CVs of each individual must be appended to the Schedule of numeracy and literacy and school management Specialists			G	YES NO
Three (3) written references with contact details, for those customers for whom the bidder has completed similar work within the last sixty months			G	YES NO
	Reference 1 From:			
	Reference 2 From:			
	Reference 3 From:			
Evidence of training programme and certification where training and skills transfers are required			G	YES NO
RETURNABLE DOCUMENTS			Envelope 2	

Summary pricing in the SBD 3 format in this document	G	YES	NO	
Detail price sheets and supporting documents	G	YES	NO	
THE BIDDING SELECTION PROCESS				
<u>Stage 1 – Compliance to submission requirements</u> Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. The NRF provides the Returnable Document Checklist listing these including which documents are mandatory (GO/NO GO) to the bidders. The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The NRF disqualifies bidders not compliant with this list for Stage 2.				
<u>Stage 2 – Evaluation of Bids against Specifications and Quality</u> 1. The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation. The evaluation consists of the mandatory minimum specifications in a "Meet/Not meet" format with further specifications requiring qualitative responses. 2. Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide proof of functionality to the evaluation committee. In these cases, the NRF may provide the areas of concern to the short listed bidders to address in their presentations. 3. Bidders making the minimum evaluation score will pass to stage three.				
<u>Stage 3 – Price/Preference Evaluation</u> The NRF compares each bidder's pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements. The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. The NRF ranks the qualifying bids on price and preference points claimed in the following manner: Price - with the lowest priced Bid meeting the minimum specification as stipulated in the threshold to qualify for this stage receiving the highest price score as set out in the Preferential Procurement Policy 2017 Regulations; Preference - preference points as claimed in the preference claim form (SBD6.1) supported by a valid BBEE certification are added to the price ranking scores. The NRF nominates the bidder with the highest combined score for the contract award				

	subject to the bidder having supplied the relevant administrative documentation. Where the fair market-related price tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range. Where the winning bidder did not want to participate in the price negotiation or not prepared to provide a fair market-related price, the NRF cancels the award and commences price negotiations with the second bidder in the price/preference ranking.
BID PROCEDURE CONDITIONS:	
	<u>Counter Conditions</u> The NRF draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids. <u>Response Preparation Costs</u> 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. <u>Cancellation Prior To Awarding</u> The NRF reserve the right to withdraw and cancel the Bid Invitation at any time prior to making an award and, in terms of the Preferential Procurement Policy Framework Act 2017 Regulations, where the award price is outside of the objective determined fair market-related price range, will cancel the award. <u>Collusion, Fraud And Corruption</u> Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned. <u>Fronting</u> 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. Should any of the fronting indicators as contained in the "Guidelines on complex Structures and Transactions and Fronting", issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. 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.
	<u>DISCLAIMERS</u>

The NRF has produced this document in good faith. However, the NRF, its agents and its employees and associates, do not warrant its accuracy or completeness.

To the extent that the NRF is permitted by law, the NRF will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document.

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.

THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE 3

Bidders are not eligible for the next stage of evaluation, which is Price and Preference scoring, where they score less than the minimum threshold of:

1. Score 75 points on the total score
2. Meeting all administrative requirements as "GO/NO GO"

EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

Technical Criteria	Weighting	Proposed Key Assessment Team	Score 1	Score 2	Score 3	Score 4
1. Capability	25 Total					
(Tenderers must achieve a minimum averaged score of 3 by all Evaluation Committee members for each criteria item 1.1 as this is GO/NO GO criteria which Tenderers have to comply with in their response) 1.1 Schedule of Numeracy and literacy and school management Specialists; All proposed numeracy and literacy and school management's information; <u>Qualification, Experience and Professional South African Council for Educators (SACE) registration</u> to be included. Additional Qualifying requirement - Only personnel included on this schedule will be assessed in terms of qualifying criteria.		School Development Team:	Qualification Degree or equivalent, <u>no relevant experience</u> on CAPS curriculum (Grade 4 to 9) and as a Project Lead, mathematics Specialist, natural science Specialist, English language Specialist, School management specialist, on contracts of a similar nature	Qualification Degree or equivalent, <u>less than the minimum years of experience</u> on CAPS curriculum (Grade 4 to 9) and as a Project Lead, mathematics Specialist, natural science Specialist, English language Specialist, School management specialist, on contracts of a similar nature	Qualification Degree or equivalent, <u>meets the minimum years' of experience</u> on CAPS curriculum (Grade 4 to 9) and as a Project Lead, mathematics Specialist, natural science Specialist, English language Specialist, School management specialist, on contracts of a similar nature	Qualification Degree or equivalent, <u>exceeds the minimum years' of experience</u> on CAPS curriculum (Grade 4 to 9) and as a Project Lead, mathematics Specialist, natural science Specialist, English language Specialist, School management specialist, on contracts of a similar nature
	9	Project Leader (Min. 10 years' experience)				
	4	Mathematics Specialists (Min. 7 years' work experience)				
	4	Natural Science Specialists (Min. 7 years' work experience)				
	4	English language Specialists (Min. 7 years' work experience)				
	4	School management Specialist (Min. 7 Years' work experience) MBA Degree or equivalent				

	Weighting	Sub Criteria	Score 1	Score 2	Score 3	Score 4
2. Previous Experience and Track Record:	30 Total					
(Tenderers must achieve a minimum averaged score of 3 by all Evaluation Committee members for each criteria item 2.1 to 2.2 as these are GO/NO GO criteria which Tenderers have to comply with in their response) 2.1 Tendering Entity past experience in delivering projects undertaken in similar schools (lists of current and completed projects to be submitted). Must include all Consultants and Sub-consultants.	15	Team (including sub-consultants) experience in working with teachers from rural communities.	The Tendering entity has <u>no experience</u> in delivering projects similar in nature to Carnarvon Primary School, Nico Bekker Primary School and Van Wyksvlei Intermediate School	The Tendering entity has <u>limited experience</u> in delivering projects (Less than 3) similar in nature to Carnarvon Primary School, Nico Bekker Primary School and Van Wyksvlei Intermediate School	The Tendering entity has <u>relevant experience</u> in delivering projects (3) similar in nature to Carnarvon Primary School, Nico Bekker Primary School and Van Wyksvlei Intermediate School	The Tendering entity has <u>extensive experience</u> in delivering projects (More than 3) similar in nature to Carnarvon Primary School, Nico Bekker Primary School and Van Wyksvlei Intermediate School
	5	General Institution's track record in the School development industry				
2.2 References - The Tendering Entity, its sub-consultants, must each provide at least three (3) credible, written and contactable references from Clients for whom projects of a similar nature have been undertaken	10		Less than 3 reference letters are provided from each of the Tendering Entity, its sub-consultants. <u>1 of the letters has on average more than 50% "Average" scores</u> and it has been indicated that the employer would use them again.	3 reference letters are provided from each of the Tendering Entity, its sub-consultants. <u>2 of the letters have on average more than 50% "Average" scores</u> and it has been indicated that the employer would use them again.	3 Reference letters are provided from each of the Tendering Entity, its sub-consultants. <u>2 of the letters have on average more than 50% "exceeded requirements" scores</u> and it has been indicated that the employer would use them	3 Reference letters are provided from each of the Tendering Entity, its sub-consultants, <u>3 of the letters have on average more than 50% "exceeded requirements" scores</u> and it has been indicated that the employer would use them again.

					again. <u>1 letter</u> has on average <u>more than 50%</u> “Met requirements” scoring and it has been indicated that the employer	
	Weighting 45 Total					
3. Method Statement, and Project Schedule specific to this project which addresses the following:		Sub Criteria	Score 1	Score 2	Score 3	Score 4
3.1 Method Statement based on the scope of work defined in the tender document.	10	Provide a detailed method statement which addresses the following aspects: • How the initial assessment of the learners’ current numeracy and literacy competency levels will be undertaken. • Detailed 3- year programme, with timelines, to improve Grade 4 – 9 educator content knowledge in Mathematics, English and Natural	The method statement <u>minimum aspects</u> <u>are not</u> <u>addressed and of</u> <u>poor quality</u> . It is unlikely to satisfy the project objectives or requirements.	The method statement is <u>generic and not</u> <u>tailored to</u> <u>address the</u> <u>specific project</u> objectives and requirements. The approach does not adequately deal with the critical characteristics of the project.	The method statement is <u>specifically</u> <u>tailored to</u> <u>address the</u> <u>specific project</u> objectives and requirements. The approach is sufficiently flexible to accommodate changes that may occur during execution.	The method statement is <u>specifically</u> <u>tailored and</u> <u>details ways to</u> <u>improve the</u> <u>project outcomes</u> <u>and the quality of</u> <u>the outputs</u> which address the specific project objectives and requirements. The approach is sufficiently flexible to accommodate changes that may occur during execution.

		Science, for the effective delivery of CAPS, and to support to the Grade 4 – 9 educators, to adapt their pedagogy, where required, by: • Training educators in the effective use of new technology • Implementing short courses in subject content and pedagogy • Supporting educators in the classroom • Detailed plan, with timelines, for the development of an SMT organizational and curriculum management programme, in support of teaching and learning. • Quarterly reports to SKA SA				
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3.2 Project Schedule for the activities to be undertaken specific to this project.	10	Provide a detailed project schedule which addresses the following aspects: • Report of learners' current numeracy and literacy competency levels. • Detailed programme, with timelines, to improve Grade 4 – 9 educator content knowledge in Mathematics, English and Natural Science, for the effective delivery of CAPS, and to support to the Grade 4 – 9 educators, to adapt their pedagogy, where required, by: • Training educators in the effective use of new technology • Implementing	The Project Schedule is <u>poor and does not meet the requirements</u>	The Project Schedule is <u>generic and average and does not address all the requirements</u> for this criteria to be deemed sufficient for the project	The Project Schedule <u>meets the requirements</u> with all the aspects required as part of the criteria are described in detail and the SKA SA is satisfied that the Tenderer is capable of managing the execution of the contract	The Project Schedule <u>exceeds the requirements</u> in that it clearly defines how the contract will be successfully managed and leaves no doubt that the Tenderer understands the requirements in terms of the project management and heritage management and proposes clear processes & procedures in terms of the management of cost, schedule, quality and risk
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		short courses in subject content and pedagogy • Supporting educators in the classroom • Detailed plan, with timelines, for the development of an SMT organizational and curriculum management programme, in support of teaching and learning. • Quarterly reports to SKA SA				
3.3 Evidence of the Tenderer and partners providing university accredited courses that are SACE approved.	25	Existing university accredited courses	No university accredited courses offered	Below 50% of the courses are university accredited but they not SACE approved	More 50% courses are university accredited and SACE approved	All courses are university approved and SACE approved.

THE BID CONTRACT

INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act.

The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. Unless specifically noted, all contracts flowing from bidding apply to all of its business units.

INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID

The SKA SA is a business unit of the National Research Foundation and is responsible for the design, construction, operations and maintenance of the MeerKAT radio telescope, a 64-dish array currently being constructed in the Karoo Radio Astronomy Observatory. MeerKAT will be operational from 2017.

South Africa and its 8 African partner countries were jointly awarded the SKA together with Australia. The SKA will be Africa’s largest science project which will be a hub for both local and international collaboration. The SKA Organisation has been established with its headquarters at Jodrell Bank in Manchester, United Kingdom. The five key science projects that will be undertaken by the SKA include:

- Probing the Dark Ages
- Galaxy Evolution
- The Origin and Evolution of Cosmic Magnetism
- Strong Field Tests of Gravity using Pulsars and Black Holes
- The Cradle of Life.

The first phase of the SKA includes the addition of 133 antennas to the 64-dish MeerKAT radio telescope and the second phase of the project and will include up to 2000 antennas distributed across South Africa and its eight African partner countries. The construction of the first phase of the SKA is expected to commence in 2019 until 2023/2024.

The Astronomy Reserve is a protected area in terms of the Astronomy Geographical Advantage Act No. 21 of 2007. It is anticipated that additional protection in relation to nature conservation legislation may be implemented upon the finalization of the land acquisition programme.

The site will operate continuously for a 24-hour day and has an expected operational life of about 40 – 50 years once fully operational from 2024.

The facility is located at (30° 58' 12.2052" S; 21° 59' 3.2352" E) (GPS coordinates).

Further information about SKA SA can be found on www.ska.ac.za and the international SKA on www.skatelescope.org.

CONTEXT OF THIS PROCUREMENT

Since 2007 the SKA project in South Africa (SKA SA) has worked with the schools in the towns near to the SKA SA site in the Karoo. The objectives of the schools programme are to increase the number of learners studying Mathematics and Physical Science to Grade 12 level, and to increase the number of Grade 12 learners passing Mathematics and Physical Science with results that meet the entrance requirements to study engineering or physics and mathematics at university. The schools programme has facilitated the recruitment of qualified mathematics and science teachers, sourced funding for the construction of a Cyberlab, equipped science laboratories, and implemented an E-Schools programme and a bursary programme for learners from the area, to study at Carnarvon High School, the only high school in the area teaching mathematics and science.

CONTRACT PERIOD

The appointed service provider will be expected to implement the project for three (3) years, with annual reviews. SKA SA reserves the right to terminate the contract if the above-mentioned requirements are no longer met.

SCOPE OF WORK

- Conduct an assessment of the learners' current numeracy and literacy competency levels.
- Develop and implement a 3-year, customised programme for educators, to assist them in their delivery of the National Curriculum Statement, in Mathematics, English and Natural Science.
- Develop and implement a 3-year, customised School Management Team (SMT) organizational and curriculum management programme, to support teaching and learning.
- Track the performance of the educators and the learners, and report quarterly on progress to SKA SA.

SBD 3.1: PRICING DETAIL WITH FIRM UNIT PRICES

SBD 3 - Pricing Schedule for the Duration of the Contract

NOTE

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies.

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point

Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided

The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.

Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)

(Complete each line to allow a FAIR and TRANSPARENT price comparison to the benefit of all bidders)

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
1	1	1. Project management and setup a. Project setup b. Project management c. Project team meeting d. Project administration e. Material and resource production	Detailed quarterly reports (narrative and financial) submitted to SKA SA and approved by Head of Human Capital Development	
2	6 short courses per year	1. Short Courses a. Mathematics short course b. Language short course	Detailed quarterly reports	

	per learning area.	c. Science short course d. SMT short course	(narrative and financial) submitted to SKA SA and approved by Head of Human Capital Development	
3	6 short courses per year	1. School Support a. Maths classroom support b. Languages classroom support c. Science classroom support d. SMT support	Detailed quarterly reports (narrative and financial) submitted to SKA SA and approved by Head of Human Capital Development	
4	Number of visits to the schools and duration of each visit.	1. Travel Accommodation, S&T a. Vehicle hire b. Fuel c. Accommodation d. S&T staff	Detailed quarterly reports (narrative and financial) submitted to SKA SA and approved by Head of Human Capital Development	
Total Cost is determined by multiplying quantity by unit price				
TOTAL COSTED VALUE OF ABOVE			R	
Delivery Administration				
	Required by Business Unit:		SKA SA	
	At delivery site:		Carnarvon Primary School, Nico Bekker Primary School and Van Wyksvlei Intermediate	
	Period required for delivery upon placement of delivery		3 years	

	instruction:	
	Delivery	
	Delivery basis	Full cost to delivery site
	Brand and model, if not included in the proposal	
	Country of origin, if not included in the proposal	
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, and the words “will/should” mean “must”. The NRF cannot amend the National Treasury’s General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause and where the NRF requires a SCC that is not part of the GCC. No clause in this document shall be in conflict with another clause.		
GCC1	1. Definitions - The following terms shall be interpreted as indicated:	
	1.1.	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
	1.2.	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	1.3.	“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
	1.4.	“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	1.5.	“Countervailing duties” 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. "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. 1.10. "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. 1.11. "GCC" mean the General Conditions of Contract. 1.12. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.13. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. 1.14. "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.15. "Project site," where applicable, means the place indicated in bidding documents. 1.16. "Purchaser" means the organization purchasing the goods. 1.17. "Republic" means the Republic of South Africa. 1.18. "SCC" means the Special Conditions of Contract. 1.19. "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. 1.20. Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	2. Application
	2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2. Where applicable, special conditions of contract 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	3. General
	3.1. Unless otherwise indicated in the bidding documents, the purchaser shall

	not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	4. Standards
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. 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.
GCC6	6. 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	7. 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: 7.4. 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 7.5. a cashier's or certified cheque 7.6. 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.
GCC8	8. 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 Department or an organization acting on behalf of the Department. 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses. 8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving

	the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	9. 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	10. Delivery and Documentation
	10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods. The SCC specifies the details of shipping and/or other documents furnished by the supplier. 10.2. Documents submitted by the supplier are specified in SCC.
GCC11	11. 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.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. 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: 13.2. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.3. furnishing of tools required for assembly and/or maintenance of the

	supplied goods; 13.4. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.5. 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 13.6. 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. 13.7. 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. 13.8. The supplier may include a budget for unseen travel and accommodation costs
GCC14	14. Payment
	14.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 14.2. 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. 14.3. 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. 14.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC15	15. Prices
	15.1. 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.
GCC16	16. Contract amendment
	16.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC17	17. Assignment
	17.1. 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.
GCC18	18. Subcontract
	18.1. 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
GCC19	19. Delays in supplier's performance
	19.1. 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. 19.2. 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. 19.3. 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. 19.4. 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. 19.5. 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. 19.6. 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.
GCC20	20. Penalties (REFER TO GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT)
	20.1. 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.
GCC21	21. Termination for default
	21.1. 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: 21.2. 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; 21.3. if the Supplier fails to perform any other obligation(s) under the contract; or 21.4. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 21.5. 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. 21.6. 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. 21.7. 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. 21.8. 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. 21.9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 21.9.1. the name and address of the supplier and / or person restricted by the purchaser; 21.9.2. the date of commencement of the restriction 21.9.3. the period of restriction; and 21.9.4. The reasons for the restriction.

	21.10. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 21.11. 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.
GCC22	22. Force Majeure
	22.1. 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. 22.2. 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.
GCC23	23. Termination for insolvency
	23.1. 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.
GCC24	24. Settlement of disputes
	24.1. 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. 24.2. 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.

	24.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 24.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 24.5. Notwithstanding any reference to mediation and/or court proceedings herein, 24.6. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 24.7. The purchaser shall pay the supplier any monies due the supplier.
GCC25	25. Limitation of liability
	25.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 25.2. 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 25.3. 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.
GCC26	26. Governing language
	26.1. 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.
GCC27	27. Applicable law
	27.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC28	28. Notices
	28.1. 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 28.2. 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
GCC29	29. Taxes and duties

	29.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 29.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 29.3. 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
GCC30	30. National Industrial Participation Programme
	30.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC31	31. Prohibition of restrictive practices
	31.1. 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). 31.2. 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. 31.3. 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.
GCC SCC	Contracted Party Due Diligence The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.
GCC SCC	Jigs, Tools, and Templates Unless otherwise agreed, all jigs, tools, templates and similar equipment that may be necessary for the execution of this contract at the NRF's premises shall on completion or cancellation of the contract become property of the NRF if the NRF

	has paid therefore. In such event, the said equipment shall be delivered at the premises of the NRF by the contracted supplier, properly marked with the contract and the relevant code number as supplied by the NRF for the finished items.
GCC SCC	Copyright and Intellectual Property All background intellectual property shall be deemed to invest in and remain the sole property if the party that contributed it to this contract and/or disclosed the same to the NRF. The contracted supplier hereby grants the NRF a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that shall reasonably be required by the NRF for the exploitation of the contract intellectual property and to enable the NRF to obtain the full benefit of the contract intellectual property. .The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the NRF and to give effect to the foregoing: 1. The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the NRF and the NRF hereby accepts such assignment, and 2. The contracted supplier undertakes to assign in writing to the NRF all contract intellectual property and which may invest in the contracted supplier. The contracted supplier shall ensure that the contract intellectual property is kept confidential and shall fulfil its confidentiality obligations as set out in this document. The contracted supplier shall assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the NRF, or as the NRF may direct, and to support the NRF, or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted supplier hereby irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its absolute discretion, requires in order to give effect to the terms of this clause. The rights and obligations set out in this clause shall service termination of this contract indefinitely.
GCC SCC	Confidentiality The recipient of confidential information shall be careful and diligent do as not to

	cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not: 1. Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF'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, 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, Both during the term of their associations with the recipient and after termination of their respective associations with the recipient. 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 in the possession of the recipient prior to its involvement with the NRF; 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 NRF, or 4. Was independently developed by the recipient prior to its involvement with the NRF; or 5. Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure. The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form. Of the confidential information including but not limited to: 1. All written disclosures received from the NRF; 2. All written transcripts of confidential information disclosed verbally by the NRF;
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	and 3. All material embodiments of the contract intellectual property. The recipient acknowledges that the confidential information is being 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.		
PREFERENCE POINTS CLAIMED (SBD 6.1)			
	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017		
	This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.		
	1. GENERAL CONDITIONS 1.1. The following preference point systems are applicable to all bids: 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). 1.2. 1.2.1. The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or 1.2.2. Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).		
	1.2.3. Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender). 1.3. Points for this bid shall be awarded for: 1.3.1. Price; and 1.3.2. B-BBEE Status Level of Contributor. 1.4. The maximum points for this bid are allocated as follows:		
	<table border="1"> <tr> <td></td><td>POINTS</td></tr> </table>		POINTS
	POINTS		

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser. 2. DEFINITIONS 2.1. “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act; 2.2. “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; 2.3. “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals; 2.4. “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); 2.5. “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act; 2.6. “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. 2.7. “prices” includes all applicable taxes less all unconditional discounts; 2.8. “proof of B-BBEE status level of contributor” means: 2.8.1. B-BBEE Status level certificate issued by an authorized body or person; 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act; 2.9. “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act; 2.10. “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; 3. POINTS AWARDED FOR PRICE 3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10	

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....%

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

.....

8.2. VAT registration number:

.....

8.3. Company registration number

:.....

8.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

	[TICK APPLICABLE BOX] 8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES 8.6. COMPANY CLASSIFICATION ☐ Manufacturer ☐ Supplier ☐ Professional service provider ☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX] 8.7. Total number of years the company/firm has been in business: 8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that: 8.8.1. The information furnished is true and correct; 8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; 8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; 8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have – 8.8.4.1. disqualify the person from the bidding process; 8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; 8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; 8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and 8.8.4.5. forward the matter for criminal prosecution.
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	WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S)
	SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	
	I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, 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: a) Has been requested to submit a Bid in response to this Bid invitation;	

	b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
	The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
	In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) 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
	³ Joint venture or Consortium means an association of persons for the purpose of

	combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of implementing of a programme to enhance the school management and teaching of numeracy and literacy, in the Intermediate and senior phases, in the Northern Cape.	
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 4 - DECLARATION OF INTEREST WITH GOVERNMENT		
	Any legal person, including persons employed by the STATE ¹ , 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 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:	

REFERENCE LETTER FORMAT

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	<u>Referee Legal Name</u>		
<u>REFERENCE ON COMPANY xxxxx</u>			
Bid Number:			
Bid Description			
Describe the service/work the above bidder provide to you below			
Criteria	Meets requirements	Exceeds requirements (Please provided details)	
Professionalism	Yes/No		
Overall ease of communication	Yes/No		
Overall satisfaction with bidder	Yes/No		
Satisfaction with quality of work	Yes/No		
Satisfaction with lead times / time to complete work	Yes/No		
Reliability	Yes/No		
Overall Impression			
No. of times used in past year		Would you use the provider again?	YES/NO

	Completed by:		
	Signature:		
	Company Name:		
	Contact Telephone Number:		
	Date:		
	Company Stamp:		

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 (SBD1)	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
		CSD / Tax clearance letter where applicable
	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBBEE certificate that has been certified either as copy or original.	

	Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document
	NIPP Obligations (SBD 5) where applicable	Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard
	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; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this 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 (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
	I confirm that I am duly authorised to sign this offer/ bid response.	
NAME (PRINT)		
CAPACITY		
SIGNATURE		
Witness 1		
NAME		
SIGNATURE		
Witness 2		
NAME		
SIGNATURE		
DATE		

