



National Research Foundation

INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER:	HARTRAO 02/2016-17	CLOSING DATE:	19 August 2016	CLOSING TIME	11:00
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SHORT DESCRIPTION

The supply and delivery of a 12 m extra high container, converted for office use

Bidders are required to sign the signature page of the SBD1 validating all documents included in the response to this invitation.

Bidders and the NRF must sign the **written contract (SBD7)** either the contract offer and acceptance form or the complex contract form once the delegated authority has approved the award of such contract to a bidder.

Preferential Procurement System applicable (Price points: Preference Points): **80:20**.

Briefing Session / Site Visit	Not Compulsory	Date and Time:	N/A
		Location:	N/A

Validity period from date of closure: 90 days

EITHER PHYSICALLY OR BY COURIER OR EMAIL (where this option is specified and only in secured PDF format)

- PO BOX 443, Krugersdorp, 1740
Farm 502 JQ, Broederstroom Road, or Email : radzilani@hartrao.ac.za
Hartebeesthoek, Krugersdorp, 1739

Bidders are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and return to bidders.

Bidders submit their bid response on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules **as set out in the Returnable Document Section**.

This Bid document includes the National Treasury's General Conditions of Contract and Specific Conditions to this procurement and is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations.

RESPONDENT BIDDER DETAILS

NAME OF BIDDER

REPRESENTED BY

POSTAL ADDRESS

PHYSICAL ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELL PHONE NUMBER	CODE	NUMBER	
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FACSIMILE NUMBER	CODE	NUMBER	
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

COMPANY REGISTRATION NUMBER

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:

TYPE OF COMPANY/FIRM [Tick applicable box]

Partnership/Joint Venture/Consortium		One person business/sole proprietor	
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Close Corporation		Company	
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(Pty) Limited		Other	
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COMPANY CLASSIFICATION [Tick applicable box]

Manufacturer		Supplier	
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Professional Service Provider		Other service providers e.g. transporter, etc.	
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Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]

Yes

No

Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed) [Tick Applicable Box]	Yes
	No
If Yes, who was the B-BBEE certificate issued by: [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	
Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof.	Yes
	No

1. Description

To supply and deliver a 12m extra-high container, converted for office use for a Laser Ranger System, at the Hartebeesthoek Radio Astronomy Observatory (HartRAO) located on Farm 502 JQ, Broederstroom Road, Hartebeesthoek, Krugersdorp.

2. Background to the National Research Foundation

The National Research Foundation (“NRF”) is a juristic person established in terms of Section 2 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, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science, and humanities.

3. Context in which the required procurement is needed/utilised

A new pre-built Satellite Ranger (SLR) System is to be installed on-site at HartRAO. An office container platform must be provided for the control equipment, we therefore need a 12m extra-high container that has been converted for office use. A PDF drawing with the relevant dimensions and specifications for the container office is provided. We have a similar system on-site already - potential bidders can request photos or arrange a visit to look at the current conversion, to guide the design of the new converted container.

4. Specification

(Please attach your detailed response as a separate schedule to this procurement invitation)

4.1. Supplies specification (Descriptive and functional)

All the mentioned supplies specifications, to be considered along with the supplied drawing.

SPECIFICATION OUTLINE	SUPPLIER COMPLIANCE / COMMENTS		
	NO	YES	
1) 12 m extra-high shipping container	NO	YES	
2) Add-on roofing: A domed roofing over the container is to be installed	NO	YES	

<p>3) Thermal paneling and floor (As per attached plan) Thermal paneling is to be supplied and fitted for both the outside as well as inside container walls and roof. The floor is to be rubberised, with the rubberising reaching at least 5 cm height on the side walls.</p>	NO	YES	
<p>4) Office layout and cabling (As per attached plan) A steel door, with thermal insulation, is to be provided on the one side of the container. 2 room divisions with doors are to split up the container into 3 sections. Dual-ducting with power and network points are to be provided on both sides of the container. Electrical installation with a DB catering for normal and UPS-based power (UPS to be provided by us). All furnishings for work areas etc and packing spaces to be provided and installed by the supplier, as per the attached design specifications and similarly as the unit already on-site.</p>	NO	YES	
<p>5) Air conditioner Two mid-wall split units of 18 000 btu is to be installed</p>	NO	YES	

4.2. Services specification (Descriptive and functional)

This bid is only for the supply of materials, construction of the container office and delivery on-site. No further services will be required and commissioning will be undertaken by HartRAO and our research partners. All technical and installation documentation/requirements must be provided to HartRAO.

4.3. Maintenance specification

Maintenance will be carried out in-house. Any special tools and instructions must be provided to HartRAO.

4.4. Warranties specification

The Container office should be warranted against defects arising from poor workmanship and defective materials for a minimum of 12 months after start-up.

4.5. Measurement of Functional Specifications

The container office must adhere to all supplied specifications.

4.6. Logistics and receiving requirements

The supplier is responsible for delivery of the unit on-site, at the Hartebeesthoek Radio Astronomy Observatory (at the location specified on site). The unit will be signed off by a HartRAO employee on receipt of a complete system.

4.7. Bidder's profile

Bidder is required to provide a profile of themselves for evaluation of their capacity to supply the required equipment including resources, details of agency or distribution agreements that they hold as well as details of previous projects. Experience in geodetic-type construction will be an added advantage

4.8. Contactable References

Bidders are required to provide three (3) written references from previous clients in which the clients declare the following:

Criteria	Below Expectations	Meets Expectations	Above Expectations
Professionalism			
Interpersonal skills			
Turn around/completion times			
Satisfaction with the work done.			
Overall Impression (i.e. would use again)			

4.9. Written references from South African Revenue Services

Bidder is required to provide evidence of good standing with their tax office. (**Original tax certificate**).

4.10. Written references of good supply practices

Bidder is required to provide written reference of its ethical and good practices through completion of the SBD8 in this procurement invitation.

4.11. Written references of good pricing practices

Bidder is required to provide written reference of its non-involvement in price collusion through completion of the SBD9 in this procurement invitation.

4.12. Written references of independence from government in this procurement

Bidder is required to provide written reference of its non-involvement with members of government and the National Research Foundation through completion of the SBD4 in this procurement invitation.

5. Contract Management

The award of this procurement is only completed once the contract or the contract form (SBD7) has been signed by the NRF and the appointed supply provider.

The contract is inclusive of work, supplies and services and contract conditions as specified in this document. Where the nature and quantity of supplies are not determinable at the commencement of this contract, this is detailed in the specification section. Where supplies delivered quantity is variable as and

when required, this is detailed in the specification section.

All supplies required in this procurement contract are supplied in accordance with the following sub-process of:

- Request a detailed quotation/information/up to date information of the supply required,
- Evaluation of the supply quotation/information received against the contract and the as and when required requirements as specified on the request for information,
- Where necessary, request either further detail ,
- Where necessary, negotiate upon value of supply quoted, and
- The issue of an official Works/Supply Instruction Purchase Order for the agreed supply prior to the commencement of the delivery of such required supply.
- The Purchase Order above specifies the exact description including catalogue numbers and unit pricing as in this contract as well as the quantity, date of the required delivery and location of the delivery.

6. Contract Period

The contract commences with immediate effect upon the signing of the Contract either through a full contract or through the Contract Form – SBD7 and will continue until the construction work and SLR kit installation concludes. The maximum period for construction allowed is 12 weeks.

7. Delivery Verification

NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.

The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.

8. Supply Performance Management

NRF representative measures the performance of the supplier in terms of the levels set in the procurement invitation. Poor performance is managed with the supplier as per the general clauses section. Penalties are applied for poor performance.

9. Payment

The NRF undertakes to pay performance verified invoices in full within thirty (30) days from receipt of the contractor's invoice.

No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service

provider is paid. The NRF does not accept predating of invoices.

10. Pricing Schedule for the Duration of the Contract

11. Standard Bidding Document 3.1 (Fixed Price Contract)

NOTE					
Only firm prices accepted. The price quoted is fully inclusive of all costs and taxes delivered to the NRF premises.					
No changes, extensions, or additional ad hoc costs are accepted once the contract has been signed unless such change process is included in the contract.					
Detailed information is optional and provided as annexures to the details provided below.					
Procurement Bid price in South African currency, foreign exchange risk is for the account of the Bidder.					
Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form					
OFFER TO BE VALID FOR		90 days	FROM CLOSING DATE OF BID.		
ITEM NO	QUANTITY (unit of measure)	DESCRIPTION OF SUPPLIES	RATE/UNIT PRICE (per unit of measure)	BID/QUOTE PRICE	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
		TOTAL			
Are detailed price schedules attached?				Yes	No
Does the offer comply with the specification(s)?				Yes	No
If the offer does not comply with specification, indicate deviation(s) in a separate attached schedule.					

12. PREFERENCE POINTS CLAIMED (SBD 6.1)

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are 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 per B-BBEE Certificate	Number of points per system		B-BBEE Status Level of Contributor per B-BBEE Certificate	Number of points per system	
	90/10	80/20		90/10	80/20
1	10	20	6	3	6
2	9	18	7	2	4
3	8	16	8	1	2
4	5	12	0	0	0
5	4	8			

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:

Level	=	80:20
	=	

(Points claimed substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in Paragraph 1 of this form.
- iii. In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) Disqualify the Bidder from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Bidder’s conduct;
 - c) Cancel the contract and claim any damages which it has suffered as a result of having

- to make less favourable arrangements due to such cancellation;
- d) Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

13. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

Will any portion of the contract be sub-contracted?		Yes	No
If Yes, indicate:			
(i)	What percentage of the contract will be subcontracted?	%	
(ii)	The name of the sub-contractor?		
(iii)	The B-BBEE status level of the sub-contractor?		
(iv)	Whether the sub-contractor is an EME?	Yes	No

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the information is true and correct and I/we acknowledge that:

- i. A Bidder will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- ii. A Bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

14. Conditions of Contract

14.1. NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

- 6) General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are detailed below.

14.2. CLAUSES IN THIS BID INVITATION CONDITIONS OF CONTRACT

- 7) All clauses stipulated in this Procurement invitation form part of the Conditions of Contract applying to this document.

14.3. RESPONSE PREPARATION COSTS

- 8) The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Procurement Invitation, including on-site presentations and the proposal a service provider may make and/or submit.

14.4. CANCELLATION PRIOR TO AWARDING

- 9) The NRF has the right to withdraw and cancel the Procurement Invitation.

14.5. LATE BIDS RECEIVED

- 10) Bids submitted after the stipulated closing date (and time) is not considered.

14.6. COLLUSION, FRAUD AND CORRUPTION

- 11) Any effort by Bidder/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the bidder concerned.

14.7. CONFIDENTIALITY

- 12) The successful Bidder agrees to sign a general confidentiality agreement with the NRF.

14.8. VALIDATION OF SUBMITTED DOCUMENTATION

- 13) The NRF has the right to have any documentation submitted by the Bidders inspected by another technical body or organisation.

14.9. PRESENTATIONS AND PROOF OF FUNCTIONALITY

- 14) The NRF has the right to call interviews/presentations/pitching sessions as well as proof of functionality sessions with short-listed service providers before the final selection.

14.10. INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

- 15) All information contained in this document is solely for the purposes of assisting Bidders to prepare their Bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

14.11. INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

- 16) The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Bidder, both successful and unsuccessful, remain the property of the NRF

14.12. INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

- 17) The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.

14.13. DEFINITIONS

The following terms shall be interpreted as indicated:

- 18) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 19) "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.
- 20) "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 21) "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.
- 22) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 23) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are 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.
- 24) "Day" means calendar day.
- 25) "Delivery" means delivery in compliance of the conditions of the contract or order.
- 26) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 27) "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.
- 28) "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.
- 29) "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.
- 30) "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.
- 31) "GCC" means the General Conditions of Contract.
- 32) "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 33) "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.
- 34) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 35) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 36) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 37) "Project site," where applicable, means the place indicated in bidding documents.
- 38) "Purchaser" means the organization purchasing the goods.

- 39) "Republic" means the Republic of South Africa. 1.23 "THIS PROCUREMENT INVITATION" means the Special Conditions of Contract.
- 40) "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.
- 41) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

14.14. Application

- 42) 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.
- 43) Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 44) Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

14.15. General

- 45) 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.
- 46) With certain exceptions, 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

14.16. Standards

- 47) The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

14.17. Use of contract documents and information; inspection

- 48) The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 49) The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 50) 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.
- 51) 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.

14.18. Patent rights

- 52) 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.

14.19. Performance security

- 53) Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the THIS PROCUREMENT INVITATION.
- 54) 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.
- 55) 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:
- (a) 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
 - (b) a cashier's or certified cheque
- 56) The performance security will be discharged by the purchaser and returned to the supplier not later than 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 THIS PROCUREMENT INVITATION.

14.20. Inspections, tests and analyses

- 57) All pre-bidding testing will be for the account of the bidder.
- 58) 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.
- 59) 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.
- 60) 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.
- 61) 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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 62) Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 63) Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 64) 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.

14.21. Packing

- 65) 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.
- 66) 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 THIS PROCUREMENT INVITATION, and in any subsequent instructions ordered by the purchaser.

14.22. Delivery and documents

- 67) Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in THIS PROCUREMENT INVITATION.
- 68) Documents to be submitted by the supplier are specified in THIS PROCUREMENT INVITATION.

14.23. Insurance

- 69) The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the THIS PROCUREMENT INVITATION.

14.24. Transportation

- 70) Should a price other than an all-inclusive delivered price be required, this shall be specified in the THIS PROCUREMENT INVITATION.

14.25. Incidental services

- 71) The supplier may be required to provide any or all of the following services, including additional services, if any, specified in THIS PROCUREMENT INVITATION:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) 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
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 72) 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.

14.26. Spare parts

73) As specified in THIS PROCUREMENT INVITATION, 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:

- (a) 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
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.27. Warranty

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

75) 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 THIS PROCUREMENT INVITATION.

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

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

78) If the supplier, having been notified, fails to remedy the defect(s) within the period specified in THIS PROCUREMENT INVITATION, 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.

14.28. Payment

79) The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.

80) The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

81) 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.

82) Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT

INVITATION

14.29. Prices

83) 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 THIS PROCUREMENT INVITATION or in the purchaser's request for id validity extension, as the case may be.

14.30. Contract amendments

1.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

14.31. Assignment

84) 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.

14.32. Subcontracts

85) The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

14.33. Delays in the supplier's performance

86) 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.

87) 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.

88) 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.

89) 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.

90) 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.

91) Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

14.34. Penalties

92) 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.

14.35. Termination for default

- 93) 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:
- (a) 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;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 94) 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.
- 95) 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.
- 96) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 97) 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.
- 98) If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction
 - (c) the period of restriction; and
 - (d) 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.

99) 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.

14.36. Anti-dumping and countervailing duties and rights

100) When, after the date of bid, provisional payments are required, or antidumping 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 favorable 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.

14.37. Force Majeure

101) 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.

102) 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.

14.38. Termination for insolvency

103) 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.

14.39. Settlement of disputes

104) 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.

105) 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.

106) Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

107) Mediation proceedings shall be conducted in accordance with the rules of procedure

specified in the THIS PROCUREMENT INVITATION.

- 108) Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

14.40. Limitation of liability

- 109) Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) 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;
 - (b) 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.

14.41. Governing language

- 110) 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.

14.42. Applicable law

- 111) The contract shall be interpreted in accordance with South African laws, unless otherwise specified in THIS PROCUREMENT INVITATION.

14.43. Notices

- 112) 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
- 113) 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.

14.44. Taxes and duties

- 114) A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 115) A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 116) 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.

14.45. National Industrial Participation (NIP) Program

- 117) 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.

14.46. Prohibition of restrictive practices

- 118) 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).
- 119) 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.
- 120) 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.

15. DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State¹, 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, shareholder², member):
- Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 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	Yes	No
•	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:	
<ul style="list-style-type: none"> If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? 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.) 	Yes	No
<ul style="list-style-type: none"> 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? If so, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> 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? If so, furnish particulars as an attached schedule. 	Yes	No
<ul style="list-style-type: none"> Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> 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? If so, furnish particulars as an attached schedule: 	Yes	No

16. DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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 	Yes	No

past five years? If Yes, furnish particulars as an attached schedule:		
<ul style="list-style-type: none"> Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: 	Yes	No
<p>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.</p>		

17. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

<p>I, the undersigned, 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:</p>		
<ul style="list-style-type: none"> I have read and I understand the contents of this Certificate; 	Yes	No
<ul style="list-style-type: none"> I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; 	Yes	No
<ul style="list-style-type: none"> I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder; 	Yes	No
<ul style="list-style-type: none"> 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; 	Yes	No
<p>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:</p> <ol style="list-style-type: none"> 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 		
<p>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.</p>		

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 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 a contract.

18. 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 **NATIONAL RESEARCH FOUNDATION** in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the **NATIONAL RESEARCH FOUNDATION** during the validity period indicated and calculated from the closing time of Procurement 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)	Technical Specification(s) set out in this Procurement Invitation inclusive of any annexures attached
Bidder's responses to technical specifications, capability requirements and capacity as attached to this document	
Pricing Schedule(s) (SBD3) including detailed schedules attached	Tax Clearance Certificate

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBBEE certificate	
Declaration of Interest (SBD4);	Declaration of Bidder's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)	General Conditions of Contract

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Procurement Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Procurement 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 Procurement 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, 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	
NAME OF FIRM	
DATE	

WITNESSES	
1	_____
2	_____
Date	_____