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| --- |
| Description: nrf |
| INVITATION TO BID (SBD 1) on procurement requirements |
| YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS |
| BID NUMBER | NRF|SAASTA/17/2016-2017 |
| CLOSING DATE AND TIME | 24 March 2017 Time 11:00 AM |
| BID DESCRIPTION |
| **TO APPOINT A PANEL OF SERVICE PROVIDERS TO IMPLEMENT SCIENCE AND TECHNOLOGY FESTIVALS ACROSS THE COUNTRY FOR A PERIOD OF 36 MONTHS AND PROPOSALS FOR 2017/18 FINANCIAL YEAR ACTIVITIES.** |
| **Bidders must sign the signature page of the form SBD1 validating all documents included in the response to this invitation.**  |
| **The successful bidder and the NRF will sign the written Contract Form (SBD 7) once the delegated authority has approved the award of such contract.** |
| Preferential Procurement System Applicable: | **90:10** |
| Validity Period From Date Of Closure:  | **150 days** |
| None compulsory Briefing Session or Site Visit Details | Date and Time | **08/03/2017 11:00**  |
| Location | **TBC** |
| Contact Person | **Happy Vilakazi** **happy@saasta.ac.za****011 551 5949** |
|  | BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX AT: |
| **PHYSICAL ADDRESS**SAASTA Didacta Building211 Nana Sita Street (formerly Skinner)Pretoria0001 | **AND ADDRESSED AS FOLLOWS:**Directly into the tender box situated at the physical address given on the left column **ON THE FACE OF THE ENVELOPE:** the Bid Number and Bidder’s Name, Postal Address, Contact Name, Telephone Number and email address |
|  | NB: No e-mail submissions will be accepted |
|  | **BIDDERS ARE REQUIRED TO DELIVER THEIR BID TO THE CORRECT ADDRESS TIMEOUSLY IN ORDER FOR THE NRF TO CONSIDER IT. THE NRF WILL NOT CONSIDER THE BIDS RECEIVED LATER THAN THE CLOSING DATE AND TIME NOR RETURN THESE TO THE BIDDER.** |
|  | Bidders must submit their bid response on the official bid invitation forms (**not to be re-typed**) with additional information provided on attached supporting schedules.**The NRF provides the checklist “Returnable Documents” at the end of the bid invitation of all required documentation with certain documentation mandatory for entering the evaluation phase.** **Non-submission of these marked documents will lead to disqualification of the bidder.** |
|  | THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION. |
| The NRF deems the bidder has read and accepted these conditions of contract. |
|  | **REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):** |
| The bidder must register on the National Treasury’s Central Supplier Database in order to do business with an organ of state or for the NRF to award a bid or contract. Registration on the CSD ([www.csd.gov.za](http://www.csd.gov.za)) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels.National Treasury Contact Details: 012 406 9222 or email csd.support@treasury.gov.za |
| 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|SAASTA. The hard copy of these original sets of bid documents serve as the legal bid contract document and the master record between the bidder and the NRF|SAASTA. The bidders 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|SAASTA and that kept by the bidder, the original set deposited with the NRF|SAASTA is the master contract for both parties. |
| Number of EVALUATION copies: | 6 |
|  | Bidders mark documents as either “**Original**” or “**Copy for evaluation**” and number all pages sequentially. Bidders group documents into “PROPOSAL” and “PRICING ” Sections |
|  | Two envelope system required | NO |
|  | ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING(All enquiries should be done in writing three days prior closing date and time) |
| **TECHNICAL ENQUIRIES** | **SUPPLY CHAIN MANAGEMENT ENQUIRIES** |
| Contact Person: Happy VilakaziTele : 011 551 5940 (S/B) : 011 551 5949 (Dir)Email : happy@saasta.ac.za | Contact Person: Tshepo MatheaneTele : 012 392 9300 (S/B) : 012 392 9358 (Dir)Email : tshepo@saasta.ac.za |
| **TABLE OF CONTENTS**[BID DESCRIPTION 1](#_Toc459017124)[SETS OF BID DOCUMENTS REQUIRED: 3](#_Toc459017125)[ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING 3](#_Toc459017126)[RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION 4](#_Toc459017127)[THE BIDDING PROCESS 5](#_Toc459017128)[EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES 7](#_Toc459017129)[THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE 3 8](#_Toc459017130)[THE BIDDERS PARTICULARS 8](#_Toc459017131)[INTRODUCTION TO THE NRF 10](#_Toc459017132)[INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID 11](#_Toc459017133)[CONTEXT 11](#_Toc459017134)[CONTRACT PERIOD 13](#_Toc459017135)[SPECIFICATIONS FOR THE REQUIRED PROCUREMENT 13](#_Toc459017136)[PRICING DETAIL 14](#_Toc459017137)[PREFERENCE POINTS CLAIMED (SBD 6.1) 18](#_Toc459017138)[DUE DILIGENCE REQUIREMENTS 20](#_Toc459017139)[OBLIGATIONS OF EACH PARTY 24](#_Toc459017142)[GENERAL CONDITIONS OF CONTRACT 26](#_Toc459017143)[BIDDERS DETAIL PRICE SCHEDULES 38](#_Toc459017146)[BID SUBMISSION CERTIFICATE FORM - (SBD 1) 38](#_Toc459017147) |
| RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION |
| **4.1 RETURNABLE DOCUMENTS (M = Mandatory (Go/No GO); R = Required but not mandatory)** | **Envelope 1** |
|  | Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1, 8 and 9 | M | YES | NO |
|  | Proof of Registration on the Government’s Central Supplier Database | M | YES | NO |
|  | B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit or the certificate issued by the Companies and Intellectual Property Commission (CIPC) is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website https:\\www.thedti.gov.za/gazette/Affidavit\_EME.pdf | R | YES | NO |
|  | Project management plan detailing scheduling | M | YES | NO |
|  | Three contactable and written references (NRF can be used as a referee)  | M | YES | NO |
| THE BIDDING PROCESS |
| **5.1 This bid is evaluated through a two stage process** |
|  | Stage 1 – Compliance to Requirements including Mandatory as these are GO/NO GO gatesBidders 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 and which documents are GO/NO GO at the end of this invitation for the bidders.**The NRF|SAASTA evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The** NRF|SAASTA **disqualifies bidders not compliant with this list for Stage 2.** |
| Stage 2 – Evaluation of Bids against Specifications and QualityThe NRF|SAASTA evaluates each bidder’s response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation.The NRF|SAASTA will, where circumstances justifies it, request an evaluation sessions such as interviews/presentations/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation.Bidders making the minimum evaluation score will be enlisted on the panel for a three year partial funding and be entitled to 2017/18 financial year funding.  |
|  |
| **5.2 Bid Procedure Conditions:** |
|  | 1. **Counter Conditions**

The NRF draws bidders’ attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids. |
| 1. **Response Preparation Costs**

The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations. |
| 1. **Cancellation Prior to Awarding**

The NRF reserve the right to withdraw and cancel the Bid Invitation at any time prior to the delegated authoriser making an award. |
| 1. **Collusion, Fraud and Corruption**

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned. |
| 1. **Fronting**

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. 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. |
| 1. **Confidentiality**

The successful Bidder agrees to sign a general confidentiality agreement with the NRF. |
| 1. **Sub-contracting Direct**

The NRF does not enter into any separate contracts with sub-contracted suppliers of its appointed bidders. |
| 1. **Information Provided in The Procurement Invitation**

All information contained in this document is solely for the purposes of assisting bidders to prepare their Bids. The NRF prohibits bidders from using any of the information contained herein for other purpose than those stated in this document. |

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| **MANDATORY REQUIREMENT FOR PREVIOUSLY FUNDED SCIENCE FESTIVALS ONLY- THESE ARE ALL THE SCIENCE FESTIVALS LISTED UNDER SECTION 11 OF THIS DOCUMENT.** |
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| --- | --- |
| **MANDATORY REQUIREMENTS FOR THIS BID** (has the bid submission met all mandatory requirements for this bid) | **SCORE** |
| **NO** |  |
| **1.** | Does the science festival still exist according to section 11 |  **Yes** |  **No** |

 |
| **MANDATORY REQUIREMENT FOR EMERGING SCIENCE FESTIVAL ONLY** |
|

|  |  |
| --- | --- |
| **MANDATORY REQUIREMENTS FOR THIS BID** (has the bid submission met all mandatory requirements for this bid) | **SCORE** |
| **NO** |  |
| **1.** | Having organised and conducted science festival for a minimum of three years |  **Yes** |  **No** |
| **2.** | Having previously organised a festival with a scientific content |  **Yes** |  **No** |
| **3.** | Having previously organised a science festival that ran for an entire day |  **Yes** |  **No** |
| **4.** | Having reached a minimum of 500 participants in a day |  **Yes** |  **No** |

 |
| **QUALIFYING THRESHOLD FOR SELECTION EVALUATION (STAGE 2)** |
|  | Bids that have not met a mandatory requirement are marked as failed and will not be evaluated against the technical criteria. **EMERGING AND NEW SCIENCE FESTIVALS:** Bids scoring less than the minimum **OVERALL threshold** of **65%** against the technical criteria are marked as failed and are not considered for awarding. Bids scoring less than the minimum **CRITERIA threshold** (where applicable to a specific criterion) are marked as failed and not considered for the next stage of evaluation. |

|  | EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES |
| --- | --- |
| **Selection Element** | **Weight** | **0** | **1** | **2** | **3** | **4** |
| 6.1 | Previous festival responded to the objectives of the festival funding framework as outlined in the call for proposals (section 11.3)i. to challenge the misconceptions about science;ii. to increase the interaction of the public with SET;iii. to celebrate, promote and raise awareness of the role SET plays in people’s everyday lives; andiv. to contribute to the narrowing of the gap between science learned within a formal (school) and informal (science centres, festivals) settings. | 25% | None  | Meeting at least one objective | Meeting at least two objectives | Meeting at least three objectives | Meeting all objectives |
| 6.2 | Previous festival showed participation of learners from under-resourced and/or previously disadvantaged schools  | 20% | None | At least three areas | At least four areas | At least five areas | More than five areas  |
| 6.3 | Proposal shows capability to reach the general public during the festival. (Note: General public is any group of public other than learners). | 20% | Shows no target of public | At least one activity for public  | At least two activities for public | At least three public activities  | More than three activities for public |
| 6.4 | Proposal shows evidence of the involvement of Science Centres, science councils, universities and/or NRF facilities | 10% | None  | At least one | At least two  | At least three | Four or more |
| 6.5 | Proposal shows evidence of an innovative programme of activities that includes interactive exhibitions, presentations, lectures and practical workshops. | 25% | None  | At least one | At least two  | At least three | Four or more |

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| THRESHOLD TO QUALIFY FOR PRICE STAGE 3 |
|  | Bidders scoring a minimum of 65% will be considered to enter into a three-year funding contract with NRF/SAASTA. Bidders scoring less than 65% will not be considered to enter into a contract and proceed to the next evaluation stage.  |
| THE BIDDERS PARTICULARS  |
|  | Name Of Bidder (As stated on the Central Supplier Database registration report) |
|  |
|  | Represented By |
|  |
|  | Postal Address |
|  |
|  | Telephone Number |
|  |
|  | Cell Phone Number |
|  |
|  | Facsimile Number |
|  |
|  | E-Mail Address |
|  |
|  | VAT Registration Number: |
|  |
|  | COMPANY REGISTRATION NUMBER |  |
|  | DESCRIBE PRINCIPAL BUSINESS ACTIVITIES: |
|  |
|  | TYPE OF COMPANY/FIRM [Tick applicable box] |
| Partnership/Joint Venture/Consortium |  |
| Close Corporation |  |
| (Pty) Limited |  |
| One person business/sole proprietor |  |
| Company |  |
| Other |  |
|  | COMPANY CLASSIFICATION [Tick applicable box and provide short description] |
| Manufacturer: |  |
| Supplier: |  |
| Professional Service Provider: |  |
| Research and Innovation: |  |
| Construction: |  |
| Logistics: |  |
| Other: |  |
|  | TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN RUNNING SCIENCE FESTIVALS |  |
|  | TAX CLEARANCE CERTIFICATE |
| Has an original and valid tax clearance certificate been submitted or Central supplier database certificate with green tax status | Yes/No/NA |
|  | SUPPLIER IS ON THE NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE: |
| Supplier Number | **M** | Unique Registration Reference Number (36 digit) |  |
|  | PREFERENCE CLAIM |
| Preference claim form been submitted? (SBD 6.1) | Yes/No/NA |
| **A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?** | Yes/No/NA |
| Who was the B-BBEE certificate issued by [Tick applicable box] |
|  | A verification agency accredited by the South African Accreditation System (SANAS); | Yes/No/NA |
| Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths  | Yes/No/NA |
| A Registered Auditor registered by IRBA | Yes/No/NA |
| 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|SAASTA 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|SAASTA  |
|  | The South African Agency for Science and Technology Advancement (SAASTA) is a business unit of the National Research Foundation. SAASTA’s mission is to promote broad public awareness, appreciation and understanding of science, engineering and technology in South Africa. The facility is located At 25°45'3.70" S, 28°11'21.35" E (GPS coordinates). |
| CONTEXT  |
|  | The Department of Science and Technology (DST) and SAASTA have earmarked funds to support projects and activities that are aimed at supporting the mandate of the DST. These projects will be implemented through various Science, Engineering and Technology (SET) stakeholders around South Africa. One such project is the Science and Technology Festivals. An S&T Festival is an activity that celebrates Science, Technology and Innovation (STI) in a fun and festive mood to create excitement and making science accessible as a recreational activity. The DST’s science promotion unit and SAASTA promote science and technology literacy among all sectors of the population with these awareness campaigns. To achieve this goal, the DST and SAASTA build on, among others, foundations laid by various campaigns which have been successful in incrementally raising public awareness of science in people’s daily lives. These science awareness campaigns take place in the public domain and provide platforms for genuine engagement between Science, Technology, Engineering and Mathematics (STEM) practitioners and the public. Campaigns that received support through this programme are listed as follows:

|  |  |  |
| --- | --- | --- |
| **#** | **Festival** | **Province**  |
|  1 | Science Unlimited - Vryheid | KwaZulu-Natal |
|  2 | Science Unlimited - Bethlehem | Free State |
|  3 | Science Unlimited - Kwalata | Gauteng |
|  4 | Scifest Africa Grahamstown | Eastern Cape |
|  6 | Scopex | Gauteng |
|  7 | E!sef - Polokwane | Limpopo |
|  8 | E!sef – North West | Northwest |
|  9 | Tess Technology - Gert Sibande | Mpumalanga  |
| 10 | Tess Technology - Mbombela | Mpumalanga |
| 10  | Science Tube Kuruman | Northern Cape |
| 11 | Science Tube - Thohoyandou | Limpopo |

This initiative addresses the DST’s five grand challenges by providing a platform for all sectors involved in science promotion, research, industry, financial institutions, and other related partners, to meet and showcase their products. The institutions that participate in this initiative address topics such as life sciences, space science and technology, energy, global change and the response of science and human and social dynamics. This is done through exhibitions, demonstrations, lectures, displays, and multimedia, the science of astronomy, human palaeontology, biodiversity, Antarctic research, indigenous knowledge, and technology for deep mining. Various companies participate in these events by exhibiting, and talking to learners about science, encouraging and profiling careers in science, engineering and technology (SET).Target MarketThe envisaged science festival organiser will be individuals, companies or organisations that have interest in contributing towards the promotion of science and technology development in the country and supporting the DST in achieving its mandate. Proposals are invited from festival organisers, with attention to the following requirements: * Addressing the science engagement strategy:
* To popularise science, engineering, technology and innovation as attractive, relevant and accessible in order to enhance scientific literacy and awaken interest in relevant careers
* To develop a critical public that actively engages and participates in the national discourse of science and technology to the benefit of society.
* To promote science communication that will enhance science engagement in South Africa.
* To profile South African science and science achievements domestically and internationally, demonstrating their contribution to national development and global science, thereby enhancing its public standing.

 * Greater participation of learners from all schools in general and government schools in particular;
* Improved support by third parties;
* Increased reach, especially in rural areas;
* Increased roles of science centres, science councils and National Facilities in the implementation of science festivals;
* Use of visitor surveys to assess the impact of science and technology festivals;
* A clearly articulated implementation showing the target groups, festival activities and implementation dates and
* A programme of activities showing the activities of the festivals which must include, but not limited to interactive exhibitions, presentations/demonstrations/shows and lectures/talks/competitions

**11.3 Purpose Of The Call****The overall objective of the call for proposals is to identify festival organisers who qualify for partial funding to support science and technology festivals taking place during the period 01 April 2017 to 31 March 2020, with a proposal for 2017/18 financial year.**  **11.4 Objectives of the Science Festivals Funding Framework**The overall objectives of the Science Festival Support Framework are:* to challenge the misconceptions about science;
* to increase the interaction of the public with SET;
* to celebrate, promote and raise awareness of the role SET plays in people’s everyday lives; and
* to contribute to the narrowing of the gap between science learned within a formal (school) and informal (science centres, festivals) settings.

These objectives will be achieved through:* Identifying a range of innovative, exciting communication products and activities;
* Stimulating and facilitating public dialogue and debate;
* Promoting wide stakeholder and provincial/geographic participation in project implementation, involving science centres, higher education institutes, the education community, science councils, academia, other government departments, NGOs etc, as well as building partnerships with industry, especially with regard to the profiling of careers; and
 |
| CONTRACT PERIOD |
|  | The contract is for a period of 36 months. The contract period commences from the date that both parties sign the contract (SBD7) |
| SPECIFICATIONS FOR THE REQUIRED PROCUREMENT |
|  | Bidders are required to adhere to the following:* Hold activities as per your approved and adopted proposal and subsequent contract
* Ensure accuracy of content delivered during the festival
* Submit narrative reports and attendance registers six week after the implementation of the project
* Submit financial reports together with all the requested documentation six week after the implementation of the project.
* Any changes to line item require approval of line item change prior to implementation in writing.
* Bidders must take note of SAASTA rates in the pricing details below
 |
| PRICING DETAIL |
|  |
| * + Bidders must submit their proposal on SBD 3. No other template will be accepted
	+ Travel costs must be charged up to a maximum of **R3.29 per km** when using a private vehicle. A log sheet / travel claim indicating the detail of the trip must be included.
	+ If catering is needed, only snacks/refreshments including drinks at a maximum rate of **R40 per person per day** is allowed. Grant holders who invite exhibitors and have a project team (not your entire staff) involved in the Science festival activities will be allowed a maximum of **R60 per person per day**
	+ A maximum of up to **R375 per hour** will be allowed for facilitation fee. A timesheet must be completed indicating services rendered and time durations.
	+ Accommodation must not exceed a maximum of **R1000-00** for bed and breakfast, per person per night.
	+ Appointed marshals may be paid a maximum of **R250** per day. Minimum of three hours a day must be worked by a marshal to qualify for the payment. (No NRF/SAASTA volunteers are to be paid).
	+ No capital equipment will be funded.
	+ The price is fully inclusive of all costs; value added tax and other taxes.
	+ Proposal price in South African currency, foreign exchange risk is for the account of the bidder.
	+ A detailed proposal including detailed calculations must be submitted on the prescribed template.
 |
| **SBD 3 - Pricing Schedule for the Duration of the Contract** (SBD 3.1 - Firm Unit Pricing) |
| PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS. |
| Bidders must complete the “Firm Unit Pricing”. |
| In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point |
| Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, pay as you earn income tax, unemployment insurance fund contributions, and skills development levies. |
| Detailed information i.e. costed bill of quantities is optional and is provided as annexure to the details provided |
| The NRF/SAASTA 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 in below - Standard Bidding Document 6.1 Preference claim form. |
|  |  |
| The NRF utilises the following price model to model the elements that are not certain at time of pricing to allow for a fair, comparable, and objective price competition leading to the award of this contract. The actual usage during the management of the contract determines the final contract value. |
|  |
| **SELECTION AND AWARDING OF CONTRACTS** |
|  | The bid proposals should be submitted through a one-envelope system: The envelope should contain the technical information. The Bid number, name of bidder and closing date must be clearly indicated on the envelope. The envelope should consist of one original document and 6 copies.NRF|SAASTA reserves the right to communicate recommendations/queries and request the service provider to provide a revision of their original proposal in terms of such recommendations / queries only.**Stage 1 – Selection of Qualified Bidders**EXISTING AND EMERGING SCIENCE FESTIVALS: existing and emerging science festivals will be evaluated against the Bid invitation specifications. The proposal must clearly illustrate the requirements as per the scope and detailed specifications. **Stage 2 – Awarding of the Contract**Bidders are compared on a fair and equal basis taking into account all aspects of the proposals.The award criteria are:**Administration** - Contracts are awarded where Bidders have supplied the relevant administrative documentation. |
| PREFERENCE POINTS CLAIMED (SBD 6.1) |
|  | **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, 2011.**  |
|  | 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: |
| The value of this bid is **estimated not to exceed** R 1 000 000 (all applicable taxes included) and therefore the preference point system below shall be applicable. |
| THE MAXIMUM POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS: | **POINTS** |
| **PRICE** | **N/A** |
| **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **N/A** |
| **Total points for Price and B-BBEE must not exceed** | **N/A** |
| Preference Points for this bid is awarded in accordance with the table below: |
| BBEE Status Level of Contributor per B-BBEE Certificate | Preference Points Claimed |
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-Compliant | 0 |
|  | Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. |
| The NRF/SAASTA reserves the right to require either before adjudicate the bid or at any time subsequently of the bidder to substantiate any claim to preferences in any manner required. |
| A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a valid BBBEE certificate (South African Companies) if available or a sworn affidavit (SAPS) confirming Annual Total Revenue and Level of Black Ownership or a Companies and Intellectual Property Commission (CIPC) certificate stipulating Annual Total Revenue and Level of Black Ownership. A copy of the template for this affidavit is available on the Department of Trade and Industry website https:\\www.thedti.gov.za/gazette/Affidavit\_EME.pdfA Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate. A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.A person 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.A person 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 person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.  |
|  | **BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:** |
|  | B-BBEE Status level claimed |  |
| Preference Points claimed |  |
|  | **BID DECLARATION: SUB-CONTRACTING** |
|  | Will any portion of the contract be sub-contracted? | YES / NO |
|  | If Yes, indicate: |
| What percentage of the contract will be subcontracted? |  |
| Names of the sub-contractor |  |
| The B-BBEE status level of the sub-contractor |  |
| 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 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:The information furnished is true and correct;The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;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; 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 –Disqualify the Bidder from the bidding process;Recover costs, losses or damages it has incurred or suffered as a result of that Bidder’s conduct;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;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; and Forward the matter for criminal prosecution. |
| DUE DILIGENCE REQUIREMENTS |
|  | **Contactable References** |
| The bidder is required to supply at least three (3) contactable references (inclusive of NRF references) per relationship where applicable.  |
|  | **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 National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect: |
| I have read and I understand the contents of this Certificate; |
| I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; |
| I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder; |
| Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder; |  |
| For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:1. Has been requested to submit a Bid in response to this Bid invitation;
2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
 |
| The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium 3 will not be construed as collusive bidding. |
| In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:1. Prices;
2. Geographical area where product or service will be rendered (market allocation);
3. Methods, factors or formulas used to calculate prices;
4. The intention or decision to submit or not to submit, a Bid;
5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
6. Bidding with the intention not to win the Bid.
 |
| In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates. |
| The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract. |
| I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation |
| 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 |
|  | **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 organ of state 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 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/orThe 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: |
| OBLIGATIONS OF EACH PARTY |
| **National Research Foundation** |
|  | 1. **Contract Management**
	1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
2. **Contract Manager**
	1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
3. **Contract Communication**
	1. The NRF communicates all communications in writing as well as through email.
	2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
	3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection **against fraud.**
4. **Communicating where incidental services are required as listed in this document**
	1. Incidental services are specified in the incidental services clause
5. **Performance Management**
	1. The NRF measures performance throughout the contract life.
	2. The NRF has regular performance review with the festival organiser.
	3. Where severe non-performance occurs will terminate the festival organiser earlier in consultation with the festivals organiser.
 |
| **PERFORMANCE LEVELS** |
| Service being Measured | Measurement | Minimum level |
| Data collection | Festival report | Verifiable data |
| Financial management | Financial report | 100% expenditure |
| Festival reach | Reported reach | Acceptable reach as agreed standard |
|  | Stakeholders participation | Involvement of science centres, science councils, higher education institutions, government organisations, private companies. organisation and/or NRF facilities | At least a combination of three stakeholders mentioned in the measurement column |
|  | Programme activities | Festival programme includes but not limited to activities such as interactive exhibition, presentations, lectures and practical workshops | Evidence of innovative programme that includes at least three activities listed in the measurement column. |
| **CONTRACTED BIDDER** |
|  | 1. **Managing the Contract**
	1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
2. **Contract Manager**
	1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.
3. **Communication**
	1. The contracted party communicates in writing and through email.
	2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.
4. **Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)**
	1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the NRF.
5. **Health and Safety Requirements**
	1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.
	2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).
	3. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.
	4. [NOTE TO PREPARERS:] Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health and Environment Plan), SHE File which contains the names of people assigned for Safety responsibilities and their certificates, this may also include information regarding the organisational safety hierarchy – line of command, and contingency plans.
 |
| 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 words such as “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 directly below the specific GCC clause and where the NRF requires a SCC that is not part of the GCC, the NRF appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause. |
| GCC1 | 1. **Definitions - The following terms shall be interpreted as indicated:**
 |
| * 1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
	2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
	4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
	6. “Country of origin” means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods 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.
	7. “Day” means calendar day.
	8. “Delivery” means delivery in compliance of the conditions of the contract or order.
	9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
	10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
	11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
	12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	14. “GCC” means the General Conditions of Contract.
	15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
	16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
	17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
	18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
	19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
	20. “Project site,” where applicable, means the place indicated in bidding documents.
	21. “Purchaser” means the organization purchasing the goods.
	22. “Republic” means the Republic of South Africa.
	23. “SCC” means the Special Conditions of Contract.
	24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
	25. Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
 |
| GCC2 | 1. **Application**
 |
|  | * 1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.
	3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
 |
| GCC3 | 1. **General**
 |
|  | * 1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
 |
| GCC4 | 1. **Standards**
 |
|  | * 1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
 |
| **GCC4SCC** | The standards specified in this bidding document are as follows: |
| GCC5 | 1. **Use of contract documents and information**
 |
|  | * 1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure 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.
	2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
	4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
 |
| GCC6 | 1. **Patent rights**
 |
|  | * 1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
 |
| GCC7 | 1. **Performance security**
 |
|  | * 1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.
	3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
		1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
		2. a cashier’s or certified cheque
	4. The performance security will be discharged by the purchaser and returned to the supplier 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 SCC.
 |
| GCC8 | 1. **Inspections, tests and analyses**
 |
|  | * 1. All pre-bidding testing will be for the account of the bidder.
	2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	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.
	4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
	6. 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.
	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 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.
	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.
 |
| GCC12 | 1. **Transportation**
 |
|  | * 1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
 |
| GCC16 | 1. **Payment**
 |
|  | * 1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	4. Payment will be made in Rand unless otherwise stipulated in SCC
 |
| **GCC16SCC** | Schedule of payments are as follows: 80% of the awarded contract will be paid after signing of the contract20% will be paid upon receipt of the report, proof of payment and proof of expenditure.  |
| **GCC16SCC** | Method and conditions of payment are as follows:The NRF only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit. The NRF does not settle invoices for outstanding goods or services.Payment is made in the South African Rand. |
| GCC17 | 1. **Prices**
 |
|  | * 1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.
 |
|  |  |
| GCC18 | 1. **Contract amendment**
 |
|  | * 1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
 |
| GCC19 | 1. **Assignment**
 |
|  | * 1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.
 |
| GCC20 | 1. **Subcontract**
 |
|  | * 1. The festival organiser shall notify NRF/SAASTA in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
 |
| GCC21 | 1. **Delays in supplier’s performance**
 |
|  | * 1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.
	5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
 |
| GCC22 | 1. **Penalties**
 |
|  | * 1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
 |
| **GCC 22 SCC** | * If the bidder fails to deliver reports (financial) on time or fails to perform the services within the periods specified in the contract, NRF/SAASTA 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 for each day of the delay.
* If the bidder does not provide attendance register, there will be no final payment.
* If the bidder does not provide the proof of expenditure and proof of payment, the final payment will be withheld until proof is provided.
 |
| GCC23 | 1. **Termination for default**
 |
|  | * 1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
		1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
		2. if the Supplier fails to perform any other obligation(s) under the contract; or
		3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
	3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
	4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a 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.
	5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
	6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
		1. the name and address of the supplier and / or person restricted by the purchaser;
		2. the date of commencement of the restriction
		3. the period of restriction; and
		4. the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.* 1. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
 |
| GCC24 | 1. **Anti-dumping and countervailing duties**
 |
|  | * 1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
 |
| GCC25 | 1. **Force Majeure**
 |
|  | * 1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
 |
| GCC26 | 1. **Termination for insolvency**
 |
|  | * 1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
 |
| GCC27 | 1. S**ettlement of disputes**
 |
|  | * 1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	5. Notwithstanding any reference to mediation and/or court proceedings herein,
		1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
		2. the purchaser shall pay the supplier any monies due the supplier.
 |
| GCC28 | 1. **Limitation of liability**
 |
|  | * 1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
		1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
		2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
 |
| GCC29 | 1. **Governing language**
 |
|  | * 1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
 |
| GCC30 | 1. **Applicable law**
 |
|  | * 1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
 |
| GCC31 | 1. **Notices**
 |
|  | * 1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
 |
| GCC32 | 1. **Taxes and duties**
 |
|  | * 1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
	2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
 |
| GCC33 | 1. **National Industrial Participation Programme**
 |
|  | * 1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
 |
| GCC34 | 1. **Prohibition of restrictive practices**
 |
|  | * 1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
 |
| **BIDSCC** | **Intellectual property provided in the bid invitation**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 |
| **BIDSCC** | **Intellectual property contained in the deliverables**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. |
| **BIDSCC** | **Third Party Warranty**Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party. |
| **BIDSCC** | **Third Party Agreements**No agreement between the contracted party and the third party is binding on the NRF. |
| **BIDSCC** | **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. |
| BIDDERS DETAIL PRICE SCHEDULES |
| 1 | SBD 3 as set out in this document |
| 2 | Documents providing the detail in support of the bid contract value as set out in the SBD3:Bill of Quantities where it does not fit on the above detail schedule  |
| 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 Bid 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 Bid Invitation. |
|  | The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document: |
|  | Invitation to Bid (SBD 1) | Specification(s) set out in this Bid Invitation inclusive of any annexures thereto |
| Bidder’s responses to specifications, capability requirements and capacity as attached to this document | Pricing Schedule(s) (SBD3) including detailed schedules attached |
| CSD / Tax clearance letter |
| 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 2011 (SBD6.1) and the BBBEE certificate |
| Declaration of Bidder’s past SCM practice (SBD 8) | Conditions of contract as set out in this document (GCC) |
|  | NIPP Obligations (SBD 5) where applicable | Local Content Certification (SBD 6.2) where applicable |
|  | 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 |  |

**SBD 3**

**Application and Submission of Proposal Form**

 *For SAASTA office use only*

|  |  |  |
| --- | --- | --- |
| *Project:* | *SAASTA Ref Number:* | *Closing Date:*  |
| BID/QUOTE PRICE: as per attached budget | *Total amount* |  |

***Please complete all fields of this form, stating N/A (not applicable) where appropriate. Additional information is provided at the end of the document.***

**SECTION A: ORGANISATION PROFILE**

|  |
| --- |
| **A1. Organisations’ Background Information** |
| **Name of Organization / Institution** |       |
| **Type of Organisation / Institution**(Example: Higher Education Institute. Science Council, etc. |       |
| **Organisation’s Reference / Registration / VAT Number** |       |
| **Province where the Organisation / Institution is located** |       |
| **District Municipality where the Organisation / Institution is located** |       |
| **Physical Address for courier purposes** (Please complete if different from the Project Leader) |       |
| **Postal Address of Organisation / Institution** |       |
| **Organizations’ Contact Details***(*Please supply both landline and Cellular Number) |       |
| **Organizations’ / Institution’s e-mail address** |       |

| **A2. General Project Administration Information** |
| --- |
| **Authorized Signatory for Organisation / Institution**  | **Name** | **Position** |
|       |       |
| **Name and designation of Project Financial Administrator** | **Name** | **Position** |
|       |       |
| **Alternative Contact Person if Project Leader is Unable to Complete Obligations** | **Name** | **Position** |
|       |       |

|  |
| --- |
| **A3. Organisation / Institution Banking Details** |
| **Name of account holder** |       |
| **Type of account** |       |
| **Name of Bank** |       |
| **Branch** |       |
| **Bank Branch Code** |       |
| **Bank Account Number** |       |
| **A4. Organisation / Institution Business Profile** |
| **Number of Employees** |       |
| **Organisation Management**(Example: CEO, Director, HOD, partners etc.) | **Name** | **Position** |
|  |       |       |
| **Nature of Core Business** |       |
| **Indicate Financial Controls in Place** |       |
| **Date of Last Audited Annual Financial Statement** |       |
| **Name and Address of Auditors** |       |
| **A5.** **Details of Project Leader** |
| **Title and Surname**  |       |
| **Full Names**  |       |
| **Nationality** |       |
| I**dentity Number** |       |
| **Current Position in the Organisation / Institution** |       |
| **Similar Projects Undertaken Previously (Including NSW)** |       |
| **Contact Number (Landline and Cellular Phone)** |       |
| **Fax Number** |       |
| **E-mail Address** |       |
| **Physical Address** |       |
| **Highest Academic Qualifications** |       |
| **Summary of Relevant Experience** |       |
| **Brief Career History** |       |
| **Recent Publications**(Maximum 5 lines) |       |
| **Number of team members assisting Project Leader with Science Festival** |       |
| **A6. Details of Project Team (add more rows if need be)** |
| **List the potential team members (including facilitators)**  | **Highest Qualification and Relevant Experience** | **Responsible for** |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
| **A7. List of potential Collaborators participating in Science Festival (add more rows if need be)** |
| **Potential Collaborators** | **Responsible for (where applicable)** |
|       |       |
|       |       |
|       |       |
|       |       |
| **A8. State your contingency plan with regard to the human capacity to run the activities** |
|  |
|  |
|  |
|  |
| **SECTION D: REFEREES** Please provide the names and contact details of three reputable persons whom can attest to the quality of your work. |
| **Name & Designation** | **Organization** | **Contact Details** | **Email** |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |

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| **A9. BUDGET BREAKDOWN** |
| LINE ITEM REF # | **Detailed description of planned expenditure.****Please provide as much detail as possible.** |  | **PROFESSIONAL COSTS:** | **TRAVEL & SUBSISTENCE** | **TRANS-PORT** | **EQUIPMENT AND VENUE HIRE** | **EVENT COSTS ADVERTISING****MARKETING** | **PRODUCTION****PRINTING** | **OTHER** |
| 1.1 |   |   |   |   |   |   |   |   |
| 1.2 |   |   |   |   |   |   |   |   |
| 1.3 |   |   |   |   |   |   |   |   |
| 1.4 |   |   |   |   |   |   |   |   |
| 1.5 |   |   |   |   |   |   |   |   |
| 1.6 |   |   |   |   |   |   |   |   |
| 1.7 |   |   |   |   |   |   |   |   |
| 1.8 |   |   |   |   |   |   |   |   |
| 1.9 |  |  |  |  |  |  |  |  |
| 1.10 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **TOTAL:** |  |  |  |  |  |  |  |  |

***NOTE: the above table is an example of budget breakdown***

**Annexure A– Qualifying Bidders**

**A 10: Summary of Science Festivals organized in the past consecutive 3 years**

**TABLE 1. Festival Organized**

|  |
| --- |
| **Festival Organized** |
| **Name of festival** | **Venue where festival held** | **Date of festival** | **Cost of the festival** | **Number Reached** | **Number of exhibiting organizations** | **Number of SET activities** |
|   |   |   |   |   |   |   |
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**A11. Details of each festival**

For each festival listed in TABLE 1 please provide the following details:

A11.1 Name of festival

A11.1.1 Describe the type of venue where the festival was held

A11.1.2 List and provide a short description of at least four different activities that were conducted during the festival

A11.1.3 Describe the method/approach used to invite each of the following categories of participant

1. Exhibitors
2. School learners
3. General public
4. Educators

A11.1.4 Provide a list of the main budget items of the festival and indicate the budget allocated for each item.

A11.1.5 Provide at least four contactable references who can vouch for any or all of the aspects of the festivals on the information provided above