



**National
Research
Foundation**

INVITATION TO BID (SBD 1)

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

BID NUMBER	NRF/RISA FIN/002/2016
CLOSING DATE AND TIME	04 NOVEMBER 2016 at 11h00am (South African time)

BID DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE CONCEPTUALISATION & DESIGN, LAYOUT, CREATIVE WRITING, PROOF READING & EDITING AND PRINTING OF ANNUAL REPORTS, FLYERS, BROCHURES AND BOOKLETS FOR A PERIOD OF 36 MONTHS

The evaluation and awarding of the contract will be per Item or as a whole, bidders can therefore bid either for Item 1 or Item 2 or for both.

PLEASE INDICATE FOR WHICH SERVICE(S) YOU ARE BIDDING [Tick the appropriate block(s)]:

(If bidding for both Items, tick both the blocks)

ITEM 1: Design, conceptualisation, layout, creative writing, editing and proof reading		ITEM 2: Printing services	
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Bidders must sign the signature page of this document to validate all documents included in 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 Of The Bid:	150 days

Original bid document sets are to be deposited in the bid box at:

(Refer to the section “Sets of Bid Documents Required” for further clarification)	
PHYSICAL ADDRESS	NATIONAL RESEARCH FOUNDATION OPPOSITE CSIR SOUTH GATE MEIRING NAUDE ROAD BRUMMERIA PRETORIA, 0184
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 the disqualification of the bidder.	
This bid is subjected to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2011.	
This bid is subjected 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) 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 sets for contract signing	1
Number of EVALUATION sets (COPIES):	5
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

YES

The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.

The first envelope holds all documents **excluding** the SBD3 and detailed supporting pricing documentation.

ENQUIRIES RELATING TO THIS BID INVITATION CAN BE DIRECTED TO THE FOLLOWING PERSONS

TECHNICAL ENQUIRIES

Mr. Sello Moloji

Professional Officer:

Tel : 012 481 4249

Email: sello.moloi@nrf.ac.za

OR

Ms. Palesa Mokoena

Media and Stakeholder Relations Officer

Tel : 012 481 4058

Email: palesa.mokoena@nrf.ac.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES

Mr. Thozamile Jonas

NRF RISA SCM Coordinator

Tel : 012 481 4117

Email: ezekiel.jonas@nrf.ac.za or risa-scm@nrf.ac.za

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THE BIDDING PROCESS

This bid is evaluated through a three stage process

Stage 1 – Compliance to Requirements including Mandatory as these are GO/NO GO gates

Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. The Returnable Document Checklist which is listing these documents are a GO/NO GO stage and is on page 51.

The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List on page 51. Bidders not compliant with this list will be disqualified for Stage 2.

Stage 2 – Evaluation of Bids against Specifications and Quality

The NRF 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 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 pass to the next stage of evaluation (stage 3).

Stage 3 – Price/Preference Evaluation

The NRF compares each bidder's pricing proposal on a fair and equal basis taking into account all aspects of the bids requirements. The NRF ranks the qualifying bids on price and preference points claimed in the following manner:

Price - with the lowest priced Bid on an equal and fair comparison basis receiving the highest price score as set out in the Preferential Procurement Policy 2011 Regulations;

Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores; and

The NRF nominates the bidder(s) with the highest combined score for both or either the design or printing services for the contract award subject to the bidder having supplied the relevant administrative documentation.

Bid Procedure Conditions:

Counter Conditions

The NRF draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

Response Preparation Costs

The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

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.

Collusion, Fraud And Corruption

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

Fronting

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

Confidentiality

The successful bidder agrees to sign a general confidentiality agreement with the NRF.

Sub-contracting Direct

The NRF does not enter into any separate contracts with sub-contracted suppliers of its appointed bidders.

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.

SELECTION AND AWARDING PROCESS

STAGE 1 - CRITERIA FOR EVALUATING BIDDERS RESPONSES ON COMPLIANCE

1.	Compliance to Requirements including Mandatory Returnable Documents	GO / NO GO
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STAGE 2 - CRITERIA FOR EVALUATING BIDDERS RESPONSES TO THE SPECIFICATIONS AND QUALITY REQUIRED

No.	Selection Element	Weight	0%	25%	50%	75%	100%
1	Evaluate, utilising the reference letters received from the bidder's clients, the capability and service level the bidder can provide.	30%	0 Defined as not meeting the stipulated service levels	7.50 Defined as meeting the service levels with doubt on doing this consistently	15.00 Defined as meeting consistently the stipulated service levels	22.50 Defined as meeting consistently the stipulated service levels with evidence of corrective service level management in place	30 Defined as can meet consistently the stipulated service levels with evidence of excellent corrective service level management in place
2	Evaluate the support services, capacity and capability by utilising the company profile, list of projects undertaken by the bidder	15%	0 Defined as not being in the design or printing industry and list of projects not submitted	3.75 Defined as not being in the design or printing industry and projects undertaken not related to design or printing	3.75 Defined as being in the design or printing industry for at least 3 years with less than 3 projects which are related to design or printing.	11.25 Defined as being in the design or printing industry for more than five years with more than five projects which are related to design or printing.	15 Defined as being in the design or printing industry for more than five years with more than five projects which are related to design or printing.
3	Evaluate the experience, level of involvement and qualifications of the	25%	0 Defined as not submitted the CV's and work	6.25 CV's of the Design Team and Proof Reader reflects	12.50 CV's of the Design Team and Proof Reader reflects relevance and stability of	18.75 CV's of the Design Team and Proof Reader reflects relevance and stability of	25 CV's of the Design Team and Proof Reader reflects relevance and stability of employment and it is

	Team members who will be assigned to this project.	Proof Reader and Graphic Designer	experience and qualifications not outlined	irrelevance and instability of employment.	employment but not supported by tertiary qualifications	employment and it is supported by relevant tertiary qualifications with less than ten years of related experience	supported by relevant tertiary qualifications with more than ten years of related experience
		25% Item 2 Production manager and Printing Team.	0 Defined as not submitted the CV's and work experience and qualifications not outlined	6.25 CV's of the Production manager and Printing Team reflects irrelevance and instability of employment	12.50 CV's of the Production manager and Printing Team reflects relevance and stability of employment but not supported by tertiary qualifications	18.75 CV's of the Production manager and Printing Team reflects relevance and stability of employment and it is supported by relevant tertiary qualifications with less than ten years of related experience	25 CV's of the Production manager and Printing Team reflects relevance and stability of employment and it is supported by relevant tertiary qualifications with more than ten years of related experience
4	Evaluate, utilising the samples provided, the quality of previous work done to meet minimum specification levels set in this document or the NRF's requirements	30%	0 Defined as not being provided	7.50 Defined as provided but the finished product does not meet the quality required	15.00 The quality of the finished product partially meet the quality required	22.50 High quality documents which fully meet the quality required	30 High quality documents which exceed the quality required

STAGE 3 – AWARDING STAGE - PRICE AND PREFERENCE POINTS CLAIMED

Bidders making the overall minimum evaluation score of **70%** from stage 2 will then be compared on a fair and equal basis taking into account all aspects of the bid pricing requirements. The NRF ranks the qualifying bids on **price (90 points)** and **B-BBEE status level of contribution (10 points)** as set out in the Preferential Procurement Policy 2011 Regulations;

NRF nominates the bidder(s) with the highest combined score for both or either **Item 1:- design or Item 2:- printing services** for contract award subject to the bidder having supplied the relevant administrative documentation.

**THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION
STAGE 3**

Bidders scoring less than the minimum threshold of 70% are marked as failed and are not eligible to be considered in the next stage of evaluation, which is Price and B-BBEE

**THE BIDDER FURNISHES THE FOLLOWING PARTICULARS AS
THE LEAD PAGE OF THEIR BID RESPONSE**

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 IN BUSINESS	

TAX CLEARANCE CERTIFICATE																																																													
Has an original and valid tax clearance certificate been submitted or Central Supplier Database Tax Status indicate compliant or green tax status? <i>[Circle the applicable answer]</i>	YES / NO / NA																																																												
SUPPLIER IS ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE:																																																													
Supplier Number	<table border="1"> <tr> <td>MAA</td> <td>Unique Registration Reference Number (36 digit)</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td> <td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td> <td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>	MAA	Unique Registration Reference Number (36 digit)																																																										
MAA	Unique Registration Reference Number (36 digit)																																																												
PREFERENCE POINTS CLAIM <i>[Circle the applicable answer]</i>																																																													
Preference points claim form been submitted for your preference points? (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 <i>[Circle the applicable answer]</i>																																																													
An accounting officer as contemplated in the Close Corporation Act (CCA)	YES / NO / NA																																																												
A verification agency accredited by the South African Accreditation System (SANAS);	YES / NO / NA																																																												
Affidavit confirming turnover and black ownership certified by the SAPS or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership	YES / NO / NA																																																												
A Registered Auditor	YES / NO / NA																																																												
Are you the accredited representative in South Africa for the goods/services/works offered?																																																													
YES or NO, If YES enclose proof in the annexure and summarized detail below																																																													

INTRODUCTION TO THE NRF

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

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

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

INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID

The business unit **Research Innovation Support and Advancement** is a multi-disciplinary research facility which promote and support research through funding, human resource development and the provision of the necessary facilities in order to facilitate the creation of knowledge, innovation and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the Republic and Southern Africa.

The facility is located at 25.7557988, 28.2738249, 17 (GPS coordinates).

CONTEXT IN WHICH THE REQUIRED SUPPLIES, GOODS, SERVICES AND WORKS ARE TO BE UTILISED

Various Business Units of the National Research Foundation are required to present reports and issue publications to Parliament and other stakeholders, including Higher Education Institutions, other Research Agencies, Institutions and Research Facilities situated in South Africa and abroad.

An indication of potential volumes is contained in the Pricing Detail Section based on the past years’ printing and publications and is estimated based on printing and publications of one of the largest business unit in Gauteng, namely, Research & Innovation Support and Advancement (RISA). The specified quantities are estimates and vary or change as per each business units’ requirements.

The NRF business units and their departments require printing & publications repeatedly and also randomly, based on specific project activities which may vary over the contract period.

To ensure consistent quality and standardisation of publications, contracting specific service providers for conceptualisation and design, layout, creative writing, proofreading and editing and a supplier for printing and supply of printed materials will ensure cost-effectiveness and efficiency.

CONTRACT PERIOD

The contract is for a period of 36 months. The contract period commences from the date that both parties sign the contract form (SBD7).

SPECIFICATIONS FOR THE REQUIRED PROCUREMENT

SERVICES REQUIRED

A: Description of the services (Which will depend on the item(s) for which the bidder is bidding)

A1. The successful service provider of **Item 1** will be expected to:

- provide the concept, design and layout of communications materials e.g. annual reports, brochures and other publications,
- creative writing;
- proof reading and editing of the final product;
- supply multiple amendments (drafts) – the number will be specified for each individual project;
- Sourcing of pictures/images as and when required
- provide all material in a Word and PDF format;
- deliver and supply ordered materials to the NRF.

A2. The successful supplier of **Item 2** will be expected to:

- provide a sample print for approval before commencing with any print job.
- printing and delivery of the final product to the NRF (or a specified location);

B: Extent of the services

The provision of Item 1 services and the supply of Item 2 products will include but not limited to the following:

B1 Annual Reports

The look and feel of the report needs to be in line with the theme to be specified and should reflect the funding and research initiatives of the NRF.

The theme should be threaded throughout the report and different sections should be introduced based on the theme.

B2 Publications, Booklets, Newsletter, Banners and Brochures

Design, layout and typeset the booklets or brochure. The service provider must edit, proof-read, re-work copies, deep-etch & retouch photographs, recreate graphs, info-graphics and/or pie charts to enhance reader appeal and messaging.

The service provider must create low-resolution PDF's for proofing purposes, high-resolution PDF's for the printer and web-resolution PDF's for uploading to the NRF's website.

The service provider must back-up the approved final document to a CD or Flash drive in a Word and PDF format, and ensure accurate production based on mutually accepted production schedules.

B3 Provision of some of the following ad-hoc services

Photography Services, both for stock photos and photos supplied by the NRF

Data analysis – data provided in Excel and must be interpreted and represented by service provider in a scientific and business format.

Pricing information

Detailed requirements for costing are listed on the pricing schedule below. These requirements are for comparison purposes, and additional and/or slightly differing orders may be placed. Due to operational developments during the contract period, certain items may or may not be required and/or additional items may or may not be ordered.

PRICING DETAIL

SBD 3.2 - Pricing Schedule for the Duration of the Contract

NOTE

The items and related quantities listed below are an estimate for the determination of a fair and comparable bid price. Therefore, the unit prices are fixed for a period of twelve (12) months after the date of awarding the contract and from the 2nd year the unit prices may be adjusted as determined by the price fluctuations of the different cost factors making up the bid price.

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 will accept changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have agreed and signed-off for the changes.

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.

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

BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)

BID DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE CONCEPTUALISATION & DESIGN, LAYOUT, CREATIVE WRITING, PROOF READING & EDITING AND PRINTING OF ANNUAL REPORTS, FLYERS, BROCHURES AND BOOKLETS FOR A PERIOD OF 36 MONTHS (THREE YEARS)

NAME OF BIDDER.....

BID NUMBER: NRF/RISA FIN/002/2016

CLOSING TIME: 11H00

CLOSING DATE: 04 NOVEMBER 2016

OFFER TO BE VALID FOR 150 days FROM THE CLOSING DATE OF THE BID.

ITEM 1 CREATIVE DESIGN, CONCEPTUALISATION, LAYOUT AND PROOF READING & EDITING						
	DELIVERABLE	DESCRIPTION	Est. Qty	Cost Item	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
1.1	Annual report	Approximately 200 page A4 full colour on 100gms for the cover Die Cut, 10 x 10cm spot vanish. 10 x 10cm embossing. Finishing; saddle stitch.	2000	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		
1.2	Quarterly newsletters	A4 size, x 10 page full colour document each. 100gms for	500	Concept & Design	R	R

ITEM 1 CREATIVE DESIGN, CONCEPTUALISATION, LAYOUT AND PROOF READING & EDITING						
	DELIVERABLE	DESCRIPTION	Est. Qty	Cost Item	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
		inside pages and at least 250gms for the cover. Plus an electronic version thereof.		Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.3	NRF corporate brochure	15 pages A4 full colour. 100gms for inside pages and at least 250gms for the cover.	1000	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.4	Brochures	Size: A4 folded to Z-fold. Full colour print. On 130gms paper.	500	Concept & Design	R	R
				Layout	R	R

ITEM 1 CREATIVE DESIGN, CONCEPTUALISATION, LAYOUT AND PROOF READING & EDITING						
	DELIVERABLE	DESCRIPTION	Est. Qty	Cost Item	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.5	Publications	Size: A5 landscape; Colour: Selected colours in line with theme; Photographs - Full colour; Paper: Cover: 400 gsm Magno Satin Spot UV and Matt lamination on cover Content: 150 gsm Magno Satin; Embossed printing: The introduction page of each section will include embossed printing to highlight the theme of the report; Binding; Approximate pages: 60 excluding cover; Finishing: High gloss full colour and Type casting and placement of text provided.	1000	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.6	Notebook	A4 note books, branded. 200 pages; size: 80gms. Cover: 200gms.	250	Concept & Design	R	R
				Layout	R	R

ITEM 1 CREATIVE DESIGN, CONCEPTUALISATION, LAYOUT AND PROOF READING & EDITING						
	DELIVERABLE	DESCRIPTION	Est. Qty	Cost Item	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.7	Folders	A4 with die cut, business card insertion, 3cm spine, full colour printing on both sides.	250	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.8	Posters	Full colour A1 posters. x10 different with glossy print on at least 150gms paper.	100	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R

ITEM 1 CREATIVE DESIGN, CONCEPTUALISATION, LAYOUT AND PROOF READING & EDITING						
	DELIVERABLE	DESCRIPTION	Est. Qty	Cost Item	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
				Proof-reading & Editing	R	R
				Sub-Total		R
1.9	Registers	297 x 420mm finished to 297 x 210mm (A3 folded to A4) 4 pp self-cover (all pages perforated) Camelot Cartridge, 120gsm, white process back (K) and 1 spot both sides Trimmed to size, centre folded & shrink-wrapped - Pages perforated along 297 edge for easy tear off	250	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
1.10	Booklets	Full colour 16-page text plus 4-page cover, Cover printed on 250gsm Lumi Art Silk, matt laminated and spot gloss-UV varnished one side, Text pages printed on 130gsm same stock with a matt machine varnish throughout. Size: 250 x 230mm,	1000	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R

ITEM 1 CREATIVE DESIGN, CONCEPTUALISATION, LAYOUT AND PROOF READING & EDITING						
	DELIVERABLE	DESCRIPTION	Est. Qty	Cost Item	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
		Finishing: Stagger cut four sections and stitched with two wires. All copies collated, trimmed to size		Sub-Total		R
1.11	Rollup Banners	Size – 1.5 x 2150mm Colour – Printed in full colour, single sided on a PVC, White This should include mechanism and carry bag	10	Concept & Design	R	R
				Layout	R	R
				Project Management & Consultation Fee	R	R
				Proof-reading & Editing	R	R
				Sub-Total		R
<p>Total Price is determined by multiplying quantity by unit price. Sub-Totals are determined by adding Total Prices for each item.</p>						
TOTAL COSTED VALUE = sub-totals for items 1.1 – 1.11						R

ITEM 2 PRINTING SERVICES OF THE PUBLICATIONS					
	DELIVERABLE	DESCRIPTION	Est. Qty	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
2.1	Annual report	Approximately 200 page A4 full colour on 100gms for the cover Die Cut, 10 x 10cm spot vanish. 10 x 10cm embossing. Finishing; saddle stitch.	2000	R	R
2.2	Quarterly newsletters	A4 size, x 10 page full colour document each. 100gms for inside pages and at least 250gms for the cover. Plus an electronic version thereof.	500	R	R
2.3	NRF corporate brochure	15 pages A4 full colour. 100gms for inside pages and at least 250gms for the cover.	1000	R	R
2.4	Brochures	Size: A4 folded to Z-fold. Full colour print. On 130gms paper.	500	R	R
2.5	Publications	Size: A5 landscape; Colour: Selected colours in line with theme; Photographs - Full colour; Paper: Cover: 400 gsm Magno Satin Spot UV and Matt lamination on cover Content: 150 gsm Magno Satin; Embossed printing: The introduction page of each section will include embossed printing to highlight the theme of the report; Binding; Approximate pages: 60 excluding cover; Finishing: High gloss full colour and Type casting and placement of text provided.	1000	R	R
2.6	Notebook	A4 note books, branded. 200 pages; size: 80gms. Cover: 200gms.	250	R	R
2.7	Folders	A4 with die cut, business card insertion, 3cm spine, full colour printing on both sides.	250	R	R

ITEM 2 PRINTING SERVICES OF THE PUBLICATIONS					
	DELIVERABLE	DESCRIPTION	Est. Qty	Unit Cost	TOTAL PRICE (Inclusive of all applicable taxes)
2.8	Posters	Full colour A1 posters. x10 different with glossy print on at least 150gms paper.	100	R	R
2.9	Registers	297 x 420mm finished to 297 x 210mm (A3 folded to A4) 4 pp self-cover (all pages perforated) Camelot Cartridge, 120gsm, white process back (K) and 1 spot both sides Trimmed to size, centre folded & shrink-wrapped - Pages perforated along 297 edge for easy tear off	250	R	R
2.10	Booklets	Full colour 16-page text plus 4-page cover, Cover printed on 250gsm Lumi Art Silk, matt laminated and spot gloss-UV varnished one side, Text pages printed on 130gsm same stock with a matt machine varnish throughout. Size: 250 x 230mm, Finishing: Stagger cut four sections and stitched with two wires. All copies collated, trimmed to size	1000	R	R
2.11	Rollup Banners	Size – 1.5 x 2150mm Colour – Printed in full colour, single sided on a PVC, White This should include mechanism and carry bag	10	R	R
Total Price is determined by multiplying quantity by unit price.					
TOTAL COSTED VALUE = Total Prices for items 2.1 – 2.11					R

PRICE ADJUSTMENTS: NON-FIRM PRICES SUBJECT TO ESCALATION

Please provide an indication of the proposed escalation in other costs per year, if any, from year two (2) to year three (3) (or the basis that will be used to determine the annual increase in other costs).

NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM COST FACTORS WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
- D1, D2. = Each factor of the bid price eg. labour, transport, material, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t. = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

THE FOLLOWING INDEX/INDICES MUST BE USED TO CALCULATE YOUR BID PRICE:

Reviewed annually on 1 April by Statistics South Africa:

Statistical Release No.: P0141 - Consumer Price Index (CPI), August 2016

Publication date & time: 21 September 2016 @ 10:00

Table B2 - CPI headline year-on-year rates

D1: Labour: Index equals annual consumer price inflation (CPI) of 5.9%.

D2: Overheads: Index equals annual consumer price inflation (CPI) of 5.9%.

A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA.

FACTORS MAKING UP THE BID PRICE
(D1, D2 etc.)

PERCENTAGE OF BID PRICE
(The total of the various factors must add up to 100%.)

Labour

Overheads

Other - if any *(Please specify)*:

Delivery Administration

Required by Business Unit:

NRF/ RISA (If different, the bidder will be advised per purchase order.)

At delivery site:

Pretoria (If different, the bidder will be advised per purchase order.)

Period required for delivery upon placement of delivery instruction:

Ten days

Delivery

Will be advised

Delivery basis

Full cost to delivery site

Country of origin

South Africa

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 following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all

applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

The value of this bid is **estimated 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
TOTAL POINTS FOR PRICE AND B-BBEE	100

Preference Points for this bid is awarded in accordance with the table below:

BBEE Status Level	1	2	3	4	5	6	7	8	Non-compliant
Preference Points Claimed	10	9	8	5	4	3	2	1	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 purchaser reserves the right to require either before adjudicating 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 an EME in terms of the B-BBEE Act must submit a valid BBEE 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.pdf

A 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.

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:</p>	
B-BBEE Status level	
Preference Points claimed	
<p>BID DECLARATION: SUB-CONTRACTING</p>	
<p>Will any portion of the contract be sub-contracted? <i>[Circle the applicable answer]</i></p>	<p>YES / NO</p>
<p>If Yes, indicate:</p>	
<p>What percentage of the contract will be subcontracted?</p>	
<p>Name(s) of the sub-contractor(s)</p>	
<p>The B-BBEE status level of the sub-contractor</p>	
<p>Whether the sub-contractor is an EME? <i>[Circle the applicable answer]</i></p>	<p>YES / NO</p>
<p>I/we, the undersigned, who is/are duly authorized 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) points shown and I/we acknowledge that:</p>	

	<p>The information furnished is true and correct;</p> <p>The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;</p> <p>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;</p> <p>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 –</p> <ul style="list-style-type: none"> 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.
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DUE DILIGENCE REQUIREMENTS

	CONTACTABLE REFERENCES
	<p>The bidder is required to supply at least three (3) reference letters, as per the format under the Annexure section. The form is for those customers for whom the bidder has completed work within the last twelve months and current work in progress. The customers are to complete the form on their company letterhead.</p>
	SCHEDULE OF PREVIOUS SIMILAR COMPLETED WORK EXECUTED BY BIDDER
	<p>The bidders must provide evidence to support their organizational and technical capacity, experience and professionalism to provide the service requirements outlined in this bid invitation. Bidders must provide a list of at least five current/ previous corporate customers indicating a comprehensive track record of previous/present similar work completed. The list must reflect the institution, a contact person and his/her position, contact details and a brief description of the project undertaken and budget thereof.</p>

AVAILABILITY AND ASSIGNMENT OF EXPERIENCED AND QUALIFIED RESOURCES (INDIVIDUALS FOR EXECUTION OF THE PROJECT)	
<p>For Item 1 - Career history/Experience of the Graphic Designer and Proof Reader who will be assigned to this project. Please provide comprehensive CV's, qualifications, samples of design work done by the team in the past 24 months and a list with names & contact details of clients for whom the team was involved.</p> <p>For Item 2 - Career history/Experience of the Production manager and Printing team which will be assigned to this project. Please provide comprehensive CV's, qualifications, samples of printing work done by the team in the past 24 months and a list with names & contact details of clients for whom the team was involved.</p>	
WRITTEN REFERENCES FROM SOUTH AFRICAN REVENUE SERVICES	
Bidder is required to provide evidence of good standing with their tax office. Where the bidder meets the threshold for tax registration, the Central Supplier Database tax status must indicate compliant or an original & valid Tax Clearance certificate must be provided with the bid.	
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;	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> <ul style="list-style-type: none"> a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of 	

business as the Bidder	
The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or 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: <ul style="list-style-type: none"> a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid. 	
In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.	
The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.	
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation	
³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of	
SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES <i>[Circle the applicable answer]</i>	
Is the Bidder or any of its directors listed on the National Treasury's Database	YES / NO

	of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	
	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
<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>		
<p>SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT</p>		
<p>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:</p> <p style="padding-left: 40px;">The Bidder is employed by the State; and/or</p> <p style="padding-left: 40px;">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.</p>		
<p>In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:</p>		
	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: <i>[Tick the applicable box]</i>			
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:			
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/ PROCEDURE FOR RUNNING THE CONTRACT

Contracted Service Provider

1. For each project under this contract, stipulated timeframes are provided which are confirmed before the start of each project. The service provider must deliver in accordance to these timeframes. Adherence to the timelines is critical to our business and the service provider must meet the deadlines.
2. Due to the consultative nature of the production process of these publications, the service providers must be prepared to be invited for interviews/presentations/pitching sessions as well as meetings/ consultations.
3. The successful service provider(s) must:
 - Be flexible to accommodate ad hoc or special requests by the NRF;
 - Be able to thoroughly conduct proof reading and editing of the reports and add value in the process;
 - Be able to interpret and creatively present data in the reports (data will be provided by the NRF).
 - Inform the NRF on progress, and attend briefing, progress and management meetings as and when required.
 - Deliver their services at the highest quality as per the levels of performance and in line with the NRF corporate standard and expectations and
 - Cooperate with other service providers in the execution of certain projects or production.

4. Reference Data

Necessary contents and material such as logos, photos, etc. will be supplied by NRF. The service provider for item 1 may also be requested to source relevant stock photos.

5. Managing the Contract

The contracted party(ies) manage(s) this contract fairly and objectively in accordance to the terms and conditions set out in this document.

6. Contract Manager

The contracted party(ies) appoint(s) a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.

7. Communication

- a. The contracted party communicates in writing and through email.
- b. 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.

8. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)

- a. Where different stages apply, the contracted party communicates in writing the commencement of each stage to the NRF.

9. Health and Safety Requirements

- a. 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.
- b. 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).
- c. To this end, the contracted service provider and supplier shall make available to NRF, a valid letter of good conduct and must ensure that its validity does not expire while

executing this bid.

National Research Foundation

1. Contract Management

- a. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

2. Contract Manager

- a. 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

- a. The NRF communicates all communications in writing as well as through email.
- b. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
- c. 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 “As and When” in terms of the specific contract clauses

- a. Where prices and/or availability need to be confirmed, a request for an updated detailed quotation/information is issued;
- b. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.
- c. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):
 - i. Purchase Order Number
 - ii. Contract Number
 - iii. Quantity
 - iv. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;
 - v. Catalogue number if applicable;
 - vi. Unit price per this contract;
 - vii. Delivery Date;
 - viii. Business unit code; and
 - ix. The specific delivery site.

5. Communicating where incidental services are required as listed in this document

- a. The NRF will indicate in writing per brief when ad hoc services will be required.
- b. Based on the quotation provided for such incidental services, the NRF will issue a purchase order to the contracted service provider/ supplier

6. Performance Management

- a. The NRF measures performance throughout the contract life.
- b. The NRF has regular performance review with the supplier.
- c. Where severe non-performance occurs will terminate the contract earlier in consultation with the service provider/ supplier.

7. Reference Data

Necessary contents and material such as logos, photos, etc. will be supplied by NRF, but the bidder could also be requested to source relevant stock photos.

PERFORMANCE LEVELS

Service being Measured	Measurement	Minimum required level
Delivery	On-time delivery and Responsiveness	At all times (100%)
Quality	Total quantity rejected against Total quantity received. Number of times the publications were returned with mistakes or defects	1% of the goods received Once for every publication
Creativity	Concepts and designs	Alternatives are presented, supported with a strategic and creative rationale and recommendation provided. Creative execution will adhere to NRF’s brand and the creative team will attend presentation and perform creative review when requested.
Project Management	Planning and scheduling	A detailed timing plan will be presented with concepts. Project and production timing plans will be adhered to and in the event of milestones being missed, a revised timing plan will be provided. Any changes to ultimate delivery will be discussed and agreed to in writing with the NRF. The service provider and/or supplier must always aim to meet the original deadline. Where this is not possible potential alternative solutions will be provided.
Production	Costs	A cost estimate based on unit prices contained in the bid document must be presented with concepts prior production. The service provider and/or supplier will proceed with the relevant action following written approval of costs. NRF concepts are delivered on budget.
Finance	Billing	Any changes to costs will be discussed with the NRF and documented via email and price adjustments must be applied for and approved by NRF. A final cost estimate will be provided at the end of the job. Following client approval of final costs and full delivery of the service or product, an invoice will be issued.
Client service	Responsiveness Complaint handling Sharing information Management	Contact sessions will be done prior commencement of any project & reports will be issued within 24 hours of the meeting. A daily status report will be provided on major projects/ multiple project accounts All calls and emails are responded to by the end of the day. The

client is updated on relevant information re: jobs in progress
Provide alternative solutions for any issues that may occur.

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:

- a. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- b. “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.
- c. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- d. “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.
- e. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- f. “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.
- g. “Day” means calendar day.
- h. “Delivery” means delivery in compliance of the conditions of the contract or order.
- i. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- j. “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.
- k. "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.

	<p>l. "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.</p> <p>m. "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.</p> <p>n. "GCC" means the General Conditions of Contract.</p> <p>o. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>p. "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.</p> <p>q. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>r. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>s. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>t. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>u. "Purchaser" means the organization purchasing the goods.</p> <p>v. "Republic" means the Republic of South Africa.</p> <p>w. "SCC" means the Special Conditions of Contract.</p> <p>x. "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.</p> <p>y. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	8. Application
	<p>a. 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.</p> <p>b. Where applicable, special conditions of contract are also laid down to, cover</p>

	<p>specific supplies, services or works.</p> <p>c. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	9. General
	<p>a. 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.</p> <p>b. 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</p>
GCC4	10. Standards
	<p>a. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	11. Use of contract documents and information
	<p>a. 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.</p> <p>b. 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.</p> <p>c. 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.</p> <p>d. 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.</p>
GCC6	12. Patent rights
	<p>a. 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.</p>
GCC7	13. Performance security

	<ul style="list-style-type: none"> a. 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. b. 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. c. 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: <ul style="list-style-type: none"> i. 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 ii. a cashier's or certified cheque d. 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.
GCC7 SCC	Performance security is not applicable to this bid.
GCC8	14. Inspections, tests and analyses
	<ul style="list-style-type: none"> a. Approval of all assignments/projects/artwork and samples should be signed-off by the contract manager or the assigned representative within NRF. b. The bidder must provide production schedules for each project/assignment and will be accepted by a form of signature by the contract manager or assigned project manager before commencement of any project/assignment. c. All pre-bidding testing will be for the account of the bidder. d. 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. e. 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. f. 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. g. 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

	<p>be defrayed by the supplier.</p> <p>h. 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.</p> <p>i. 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.</p> <p>j. 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.</p>
GCC8 SCC	Pre-bidding testing and analysis will be done/ performed on the samples which will be submitted by the service provider and/or supplier.
GCC8 SCC	Pre-delivery testing – the service provider will be required to provide proof of concept as per brief before mass production and the NRF representative must approve the concept.
GCC9	15. Packing
	<p>a. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. 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.</p> <p>b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	16. Delivery and Documentation
	<p>a. Delivery of the goods shall be made by the supplier in accordance with the terms to be specified for each individual project and the details of shipping and/or other documents to be furnished by the supplier will be communicated per brief.</p>
GCC10 SCC	The quantities which are reflected in the bid are estimates and the exact quantities will be as per the purchase orders to be placed and will be on the basis of "as and when required" by the NRF's business units.
GCC10	All deliveries or despatches must be accompanied by a delivery note stating the official order

SCC	<p>number against which the delivery has been effected.</p> <p>Deliveries not complying with the order will be returned to the supplier at the supplier's expense.</p> <p>The NRF is under no obligation to accept any quantity which is in excess of the ordered quantity.</p>
GCC10 SCC	The supplier provides the following documentation per delivery: Delivery note and a pro forma invoice.
GCC10 SCC	<p>NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.</p> <p>The Supplier must ensure such signed approved verification accompanies the subsequent supplier invoice.</p>
GCC11	17. Insurance
	<p>a. 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 SCC.</p>
GCC12	18. Transportation
	<p>a. The price shall be an all-inclusive delivered price to the NRF in Pretoria and should delivery site be different, the service provider will be notified and must accommodate such in the pricing.</p>
GCC13	19. Incidental services
	<p>a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in this bid invitation:</p> <p>b. 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.</p>
GCC13 SCC	Additional services specified are the following: Photography and Data Analysis.
GCC14	20. Spare parts
	<p>a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>b. 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</p>

	<p>obligations under the contract; and</p> <p>c. in the event of termination of production of the spare parts:</p> <p>d. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>e. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
SCC	This is not applicable to this bid invitation.
GCC15	21. Warranty
	<p>a. 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.</p> <p>b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
GCC16	22. Payment
	<p>a. The method and conditions of payment to be made to the service provider and/or supplier under this contract shall be specified to the supplier when the purchase order is issued.</p> <p>b. The service provider and/or 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.</p> <p>c. 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.</p> <p>d. Payment will be made in South African Rand.</p>
GCC16	Method and conditions of payment are as follows:

SCC	<p>The NRF only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p>
GCC17	23. Prices
	<p>a. 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 by the NRF delegated authority or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	24. Contract amendment
	<p>a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	25. Assignment
	<p>a. 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.</p>
GCC20	26. Subcontract
	<p>a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GGC20 SSC	<p>The supplier shall notify the purchaser in writing of all subcontracts under this contract inclusive of termination of such sub-contracts and the replacement of sub-contracts previously notified in writing.</p> <p>A Supplier will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Supplier 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 Supplier qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>A Supplier 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 Supplier concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p> <p>All information requested must be submitted for the sub-contractor as well.</p>

	The supplier provides proof, in the legislated formats, of the sub-contractor's B-BBEE status for each sub-contract to this contract to the NRF.
GCC21	27. Delays in supplier's performance
	<p>a. 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.</p> <p>b. 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.</p> <p>c. 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.</p> <p>d. 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.</p> <p>e. 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.</p> <p>f. 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.</p>
GCC22	28. Penalties
	<p>a. 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.</p>
GCC22	PERFORMANCE LEVELS FOR EACH SERVICE REQUIRED

SSC	Situations/ Performance levels requiring penalty are stipulated in the bid invitation on page 36.
GCC23	29. Termination for default
	<p>a. 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:</p> <ul style="list-style-type: none"> i. 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; ii. if the Supplier fails to perform any other obligation(s) under the contract; or iii. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>b. 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.</p> <p>c. 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.</p> <p>d. 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.</p> <p>e. 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.</p> <p>f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction iii. the period of restriction; and

	<p>iv. the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>g. 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.</p>
GCC24	30. Anti-dumping and countervailing duties
	<p>a. 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</p>
GCC25	31. Force Majeure
	<p>a. 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.</p> <p>b. 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.</p>
GCC26	32. Termination for insolvency
	<p>a. 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</p>

	<p>termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<p>33. Settlement of disputes</p>
	<p>a. 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.</p> <p>b. 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.</p> <p>c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>e. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>i. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>ii. the purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<p>34. Limitation of liability</p>
	<p>a. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>i. 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</p> <p>ii. 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.</p>
GCC29	<p>35. Governing language</p>
	<p>a. 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.</p>
GCC30	<p>36. Applicable law</p>
	<p>a. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>

GCC31	37. Notices
	<p>a. 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</p> <p>b. 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</p>
GCC32	38. Taxes and duties
	<p>a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>c. 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</p>
GCC33	39. National Industrial Participation Programme
	<p>a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	40. Prohibition of restrictive practices
	<p>a. 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).</p> <p>b. 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.</p> <p>c. 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.</p>

BID SCC	<p>Branding and corporate identity</p> <p>The report should be in line with the branding and corporate identity of NRF's business unit. The successful bidder will be expected to liaise with the contact persons in this regard. The NRF contact person will sanction all branding and corporate identity aspects of the reports prior to production.</p>
BID SCC	<p>Intellectual property provided in the bid invitation</p> <p>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</p>
BID SCC	<p>Awarding of the contract</p> <p>The NRF may award the work to a single service provider or split the work amongst two or more service providers as per the outcome of the price and preference evaluation stage. The Contractor is bound to accept the part work as offered by NRF after split up at the quoted price.</p>
BID SCC	<p>Intellectual property contained in the deliverables</p> <p>The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the proposal or delivery to the NRF reside with the NRF.</p>
BID SCC	<p>Third Party Warranty</p> <p>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.</p>
BID SCC	<p>Third Party Agreements</p> <p>No agreement between the contracted party and the third party is binding on the NRF.</p>
BID SCC	<p>Contracted Party Due Diligence</p> <p>The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.</p>
BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT	
1	Proposal to Technical Specification
2	Invitation to bid with all supporting documents and annexures

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:

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

TECHNICAL PROPOSAL (one original and five copy) (M = Mandatory)		Envelope 1		
1	Signed and completed Procurement Invitation:	M	YES	NO
2	Company profile indicating years of experience in the industry that supports the bidders' capability and capacity to undertake a contract of this nature and size.	M	YES	NO
3	Comprehensive track record of previous/present similar work completed must be included in this tender document. A list reflecting a contact person and his/her position, contact details and a brief description of the previous project undertaken and budget thereof	M	YES	NO
4	Career history/ Experience and level of involvement of the team members who will be assigned to this project: Please provide a comprehensive CV and qualifications.			
	Item 1 – Creative Team: Graphic Designer, Proof Reader, etc.	M	YES	NO
	Item 2 – Production Team: Production Manager; Printing Team, etc.	M	YES	NO
5	Samples of design and printing work done in the past 24 months, including at least one Annual Report as per Annexure B			
	Item 1 – Samples of design or creative work done in the past 24 months of the Team: Graphic Designer, Proof Reader, etc.	M	YES	NO
	Item 2 – Samples of printing work done in the past 24 months of the Production Team.	M	YES	NO
6	Three (3) reference letters from previous or present customers/clients – a specimen of the required reference letter is provided on page 54 - Annexure "A" (<i>Print the letter and send it to 3 or more of your clients to complete and sign</i>)	M	YES	NO

7	Certificate of Incorporation: Registration and Proof of legal identity of the bidder (e.g. certificate issued by the Registrar of Companies and Close Corporations) if not registered on the Central Supplier Database (CSD).		YES	NO
8	Proof of Registration on the Government's Central Supplier Database (CSD) OR An original and valid SARS Tax Clearance certificate if not registered on the Central Supplier Database (CSD).	M	YES	NO
9	An original and valid B-BBEE certificate or a Sworn Affidavit		YES	NO
FINANCIAL PROPOSAL (one original and a copy) (M = Mandatory)		Envelope 2		
10	Detail pricing in the SBD 3 format	M	YES	NO
11	Detail price sheets and supporting documents		YES	NO

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		Witness 2
NAME		NAME
SIGNATURE		SIGNATURE
DATE		

NATIONAL RESEARCH FOUNDATION ANNEXURES

REFERENCE LETTER *(Print and submit to at least three clients to complete)* **ANNEXURE A**

This letter must be completed by customers/ clients of the bidder as a reference for similar work done by the bidder for the customers/ clients.

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

(Tick the appropriate block)

Referee's Letterhead/ Stamp

REFEREE LEGAL NAME:

REFERENCE ON COMPANY/ BIDDER:

BID NUMBER:

NRF/RISA FIN/002/2016

BID DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE CONCEPTUALISATION & DESIGN, LAYOUT, CREATIVE WRITING AND PROOF READING & EDITING OF ANNUAL REPORTS, FLYERS, BROCHURES AND BOOKLETS FOR A PERIOD OF 36 MONTHS (3 YEARS)

Description of the service/work done by the bidder provide(d) to you below:

Estimated R-value of the work done by the bidder

R

Criteria	Needs improvement	Meets requirements	Exceeds requirements	Exceeds requirements & Adds value
Turn around/completion times of project arrangements				
Satisfaction during critical high volume periods and after hours support				
Professionalism and Reliability in delivering the final product				

Customer/ Stakeholder centricity and relationship management				
Project Management – <i>including monitoring process & taking corrective actions to ensure all project objectives are met.</i>				
Quality of design, conceptualisation and layout work done. <i>(If applicable)</i>				
Quality of the Proof-reading work done <i>(If applicable)</i>				
Quality of the Printing service done <i>(If applicable)</i>				
Overall Impression				
<i>Scoring Range: (1 = not recommended to 8= highly recommended)</i>				
No. of times used in past three (3) years:		Would you use the provider again?	YES / NO	
Completed by:				
Signature:				
Contact Telephone Number:				
Date:				
Company Stamp:				

CHECKLIST FOR SAMPLES SUBMITTED**ANEXURE B**

We are submitting a bid /proposal and the following samples are submitted as part of our proposal.
(Tick the appropriate block)

THE BIDDER IS REQUIRED TO SUBMIT A SAMPLE OF THE ANNUAL REPORT AND ANY THREE OF THE PUBLICATIONS LISTED BELOW AS EITHER HARD OR SOFT COPIES.

COMPANY'S LEGAL NAME:

BID NUMBER:

NRF/RISA FIN/002/2016

BID DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE CONCEPTUALISATION & DESIGN, LAYOUT, CREATIVE WRITING AND PROOF READING & EDITING OF ANNUAL REPORTS, FLYERS, BROCHURES AND BOOKLETS FOR A PERIOD OF 36 MONTHS (3 YEARS)

SAMPLE DESCRIPTION	NO. OF SAMPLES	YES	NO	N/A
Annual Report				
Quarterly Newsletters				
NRF Corporate brochure				
Directorate's Brochures				
Publications				
Notebook				
Folders				
Posters				
Registers				
Booklets				
Rollup Banners				

ANEXURE C

A list reflecting the a contact person and his/her position, contact details, amount and a brief description of similar projects undertaken previously or presently

We are submitting a bid /proposal and the list below indicates the projects undertaken.

Project description and duration/dates	Company/ Institution	Amount	Contact person's name and position	Contact details