



**National  
Research  
Foundation**

## **INVITATION TO BID (SBD 1) on procurement requirements**

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

BID NUMBER	NRF/CORP FIN 001/2016-17
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CLOSING DATE AND TIME	02 September 2016 @ 11:00am
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### **BID DESCRIPTION**

Appointment of a suitable service provider to conduct an accredited competence-based finance and accounting training, within three annual modules at NQF levels 3 to 5 over a three-year period.

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

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

Preferential Procurement System Applicable:	90:10
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Validity Period From Date Of Closure:	150 days
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**BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX AT:**

National Research Foundation Building  
Reception area  
South Gate CSIR Campus  
Meiring Naude Road  
Brummeria  
Pretoria

	<p>ENVELOPE ADDRESSING:</p> <p>On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address</p>
	<p><b>Bidders should timeously deliver bids to the correct address. If the bid is delivered late at the NRF address, it will not be considered and returned to bidders.</b></p> <p>The bid box is open from 08h00 to 16h30 South African times, 5 days a week (Monday to Friday).</p>
	<p>Bidders submit their bid response on the official forms in this invitation (not to be re-typed) with their additional information attached.</p> <p><b>Certain documentation is mandatory for entering the evaluation phase. Non-submission of these marked documents will lead to disqualification.</b></p>
	<p>This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations – 2011.</p>
	<p>This bid is subject to the general conditions of contract for non-construction and special conditions of contract as stipulated in this invitation.</p>
	<p><b>ENQUIRIES ARE DIRECTED TO THE FOLLOWING</b></p>
	<p><b>TECHNICAL ENQUIRIES The contact person is</b></p>
	<p>Ms Anneline Smith</p> <p>Manager Financial Accounting</p> <p>Tel: 012-481 4284</p> <p>Email: <a href="mailto:anneline@nrf.ac.za">anneline@nrf.ac.za</a></p>
	<p><b>SUPPLY CHAIN MANAGEMENT ENQUIRIES The contact person is</b></p>
	<p>Ms Lindiwe Nkwe</p> <p>Senior Manager: Supply Chain Management</p> <p>Tel: 012-481 4268</p> <p>Email: <a href="mailto:Lindiwe.nkwe@nrf.ac.za">Lindiwe.nkwe@nrf.ac.za</a></p>

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## **BIDDING PROCEDURE FOR THIS BID**

### **This bid is evaluated through a three stage process**

#### Stage 1 – Compliant Bid Proposal

Bidders self-evaluate their proposals against the returnable document list to provide all required information for evaluation. The National Research Foundation assesses bids received against the returnable document list as compliant and will not consider non-compliant bid proposals.

#### Stage 2 – Evaluation of Bids against Specification and Quality

The NRF evaluates each bidder's response to the specification issued in accordance to published evaluation criteria and the scoring set as set out in this document.

The NRF shortlists all qualifying bidders for the financial awarding stage.

#### Stage 3 – Financial Awarding Competition

The NRF compares each bidder's financial proposal against the other bidders' financial proposals on a fair and equal basis taking into account all aspects of the financial proposals. The NRF ranks the financial proposals based on price and then adds 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 with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation and are registered on the Central Supplier Database.

## **Management of Bid Documentation:**

The Bid Evaluation Committee (BEC), after the closing date, verifies the completeness of all bids received and whether these are compliant bids.

The BEC, after the closing date, evaluates the proposals and related documentation against the specification issued utilising the published evaluation criteria and scoring matrix. The BEC may require collaboration of their evaluation of the proposals and reserves the right to call for interviews/presentations/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation.

Those bidders that achieve or exceed the specified threshold as set out in this bid pass to the financial awarding stage.

The Total Evaluation Score is the sum of all points scored by the individual members of the Bid Evaluation Committee divided by the number of members.

## **Bid Procedure Conditions:**

### **Late Bids Received**

Bids submitted after the stipulated closing date (and time) will not be considered.

### **Non-Compliant Bids Received**

Bids submitted that do not meet the Returnable Documents List will not be considered.

### **Response Preparation Costs**

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

### **Cancellation Prior To Awarding**

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

### **Collusion, Fraud And Corruption**

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

### **Confidentiality**

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

<p><b><u>Validation Of Submitted Documentation</u></b></p> <p>The NRF has the right to have any documentation submitted by the Bidders inspected by another technical body or organisation.</p>	
<p><b><u>Presentations And Proof Of Functionality as part of the evaluation of proposals</u></b></p> <p>The NRF has the right to call for proof of functionality such as interviews/presentations/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation.</p>	
<p><b><u>Information Provided In The Procurement Invitation</u></b></p> <p>All information contained in this document is solely for the purposes of assisting Bidders to prepare their Bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.</p>	
<p><b>RETURNABLE DOCUMENTS REQUIRED TO QUALIFY EVALUATION</b></p>	
No of originals for contract signing	2
No of copies for evaluation	5
<p>Bidders mark documents as either “<b>Original</b>” or “<b>Copy</b>” and number all pages sequentially.</p>	
<p>The order of documents within the bid are grouped into “PROPOSAL” and “PRICING ” Sections</p>	
Two envelope system required	YES
<p>The objective of the exercise is to evaluate the Proposals Section without reference to the price ensuring both sections are processed fairly and unbiased.</p> <p>The first envelope holds all documents excluding the SBD3 and detailed supporting pricing documentation. The second envelope holds the SBD3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.</p> <p>The NRF only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders that have passed the proposal evaluation to the Pricing Evaluation.</p>	

<b>RETURNABLE DOCUMENTS (All mandatory)</b>		<b>Envelope 1</b>	
	Signed and completed Procurement Invitation (SBD 1)	YES	NO
	Proposal to specification including capacity and capability	YES	NO
	Supplier Profile, including current projects	YES	NO
	Proof of Registration on the Government's Central Supplier Database	YES	NO
	B – BBEE Certificate (South African Companies) or Sworn affidavits in the case of emergent and micro enterprises bidders– if not yet loaded on the Central Supplier Database)	YES	NO
	Proposed overview project management plan demonstrating a high level view of how the program is to be managed within the availability of NRF resources	YES	NO
	Three contactable and written references for similar services rendered in the format under Annexure A. The NRF reserves the right to contact references and to perform a due diligence.	YES	NO
	Proof of registration/accreditation with Financial and Accounting Services Sector Education and Training Authority (FASSET)	YES	NO
	Professional qualification has been evaluated and registered with the South African Qualifications Authority	YES	NO
	Proof of registration/accreditation with a professional accounting recognition body	YES	NO
	CVs of the facilitators including accreditation by any of the SETAs, either as a certified trainer or a certificate of competence	YES	NO
	Submission of draft course syllabus for each training year that meets the NQF levels 3, 4, and 5 requirements	YES	NO
	Record of similar training provided	YES	NO
<b>RETURNABLE DOCUMENTS (All mandatory)</b>		<b>Envelope 2</b>	
	Detail pricing in the SBD3 format	YES	NO
	Detail price sheets that supports the SBD3	YES	NO

**THE FOLLOWING PARTICULARS MUST BE FURNISHED AS  
LEAD PAGE OF THE BID RESPONSE**

	Bid Number	
	Closing date and time	
	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:	
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?	Yes/No/NA
OR	

	Central supplier database certificate with green tax status	Yes/No/NA
	<b>PREFERENCE CLAIM</b>	
	Preference claim form been submitted for your preference points? (SBD 6.1)	Yes/No/NA
	<b>A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?</b>	Yes/No/NA
	Who was the B-BBEE certificate issued by [Tick applicable box]	
	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
	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	
	<b>BACKGROUND TO THE NRF</b>	
	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 Facilities for national research, and science outreach platforms/programs to the broader community. The National Research Foundation provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.	

## **BACKGROUND TO THE CORPORATE DIVISION**

The bid is for the Corporate Division that provides financial oversight to all of the business units within the NRF. The Corporate Finance and SCM Department manages this bid and the subsequent training program.

## **CONTEXT IN WHICH SUPPLIES, GOOD, SERVICES AND WORKS ARE REQUIRED**

The NRF has identified a need for the investment in Human Capacity Development in the fields of finance and accounting. The program being procured is to provide professional competence-based training and recognition to the financial, clerical and administrative employees of the organisation, through an interactive training program, thereby producing a highly skilled and effective financial force to support the organisation.

## **CONTRACT PERIOD**

The contract is for a period of three years to allow employees to proceed through the three training levels to attain the professional designation. The NRF reserves the right to conduct at the end of each year a review of the program and objectives achieved. Where the results are not to the level of expectation or supported within the NRF, the NRF reserves the right to terminate the contract earlier than at the end of the three year period.

The contract commences from signature of both parties to the SBD7 in conjunction with this completed bid proposal and will continue until completion of the three annual progressive training programs.

## **SPECIFICATIONS FOR THE REQUIRED PROCUREMENT**

### **SERVICES REQUIRED**

The NRF requires the services of an accredited training provider to an accountancy professional recognition body, under whose auspices the provider provides competence-based training to NRF employees to obtain that professional recognition. The professional recognition body is registered with the Accounting Services Sector Education and Training Authority and has its qualifications registered with the South African Qualifications Authority.

The accredited training provider provides different levels of training for employees to proceed through to obtain the professional recognition with professional recognition of each training module completed.

The NRF provides training venues at its locations in Gauteng (Pretoria) and the Western Cape (Stellenbosch) area inclusive of catering for the trainees and trainers.

The technical requirements of the training are:

1. The training provided by a training provider accredited by the professional institute;
2. The training provider provides flexibility, allowing employees to qualify at a pace that is right for them, as well as fit in with the NRF's needs and requirements as an employer;
3. The training is open to employees at all levels of experience and education, from clerical-administrative to professional accounting positions;
4. Formal entry qualifications not required other than a grade 12 certificate;
5. Trainees are assessed on an assessment methodology based on skills and knowledge;
6. The service provider provides an initial assessment, clearly outlined, based on skills and knowledge, to assess where employees fit within the training program and must give recognition to prior learning.
7. The training provider training qualification enables membership to the professional institute at various levels during the training period until the trainee has achieved full professional recognition;
8. Each level should take an average of 1 year to complete;
9. Training sessions do not exceed 2 working days per month; and
10. The training provider sets out in an overview project plan detailing the various stages of the project, and related activities per stage, from project initiation to closure to demonstrate how the training provider manages the training.
11. The training must be competence based and offer a practical and skills-based approach to learning allowing employees to implement as they learn, reducing the need for on-the-job training and support. This provides enhanced value to the

organisation.

12. The programme makes provision for employees at a more senior level to join at a higher level, i.e. to be exempted from the first level.
13. Structured feedback is provided to the NRF at regular intervals during the course of the project; the feedback is on both content and implementation aspects of the programme; such feedback opportunities to be indicated clearly in the delivery outline.

The technical requirements of the training content syllabus are:

1. Training content to be given over a progressive three-year training program;
2. The training syllabus must meet SAQA's level descriptors for each level – year one being NQF3, year 2 being NQF4 and year 3 being NQF5.
3. The training syllabus is for finance and accountancy training with three progressive levels that build upon each:
  - 3.1. Level 1 – Develop skills in double entry bookkeeping, recording and processing financial transactions, general ledgers with subsidiary ledgers, administrative processes, and manual and computerised accounting systems.
  - 3.2. Level 2 – More complex accounting tasks building on from level 1. These include preparation of final accounts, maintaining cost accounting records, preparing reports and returns, preparing financial spreadsheets, costing and professional ethics.
  - 3.3. Level 3 – Specialisation in areas of accounting most relevant to the needs and interests of the NRF such as drafting of financial statements, principles of GRAP, budgeting, performance management, internal control, and the development of management skills.
4. The service provider provides all training manuals/material.
5. The service provider works into their examples NRF data, to make the examples relevant to the trainees.

SAQA Level descriptor for NQF Level Three

- a) Scope of knowledge, in respect of which a learner is able to demonstrate a basic understanding of the key concepts and knowledge of one or more fields or disciplines, in addition to the fundamental areas of study.
- b) Knowledge literacy, in respect of which a learner is able to demonstrate an understanding that knowledge in a field can only be applied if the knowledge, as well as its relationship to other relevant information in related fields, is understood.
- c) Method and procedure, in respect of which a learner is able to demonstrate operational literacy, the capacity to operate within clearly defined contexts, and the ability to work within a managed environment.
- d) Problem solving, in respect of which a learner is able to demonstrate the ability to use own knowledge to select appropriate procedures to solve problems within

	<p>given parameters.</p> <ul style="list-style-type: none"> <li>e) Ethics and professional practice, in respect of which a learner is able to demonstrate the ability to comply with organisational ethics.</li> <li>f) Accessing, processing and managing information, in respect of which a learner is able to demonstrate the basic ability to summarise and interpret information relevant to the context from a range of sources, and the ability to take a position on available information, discuss the issues and reach a resolution.</li> <li>g) Producing and communicating information, in respect of which a learner is able to produce a coherent presentation and report, providing explanations for positions taken.</li> <li>h) Context and systems, in respect of which a learner is able to demonstrate an understanding of the organisation or operating environment as a system, and application of skills in measuring the environment using key instruments and equipment.</li> <li>i) Management of learning, in respect of which a learner is able to demonstrate the ability to learn within a managed environment.</li> <li>j) Accountability, in respect of which a learner is able to demonstrate the capacity to actively contribute to team effectiveness.</li> </ul>
	<p>SAQA Level descriptor for NQF Level Four</p> <ul style="list-style-type: none"> <li>a) Scope of knowledge, in respect of which a learner is able to demonstrate a fundamental knowledge base of the most important areas of one or more fields or disciplines, in addition to the fundamental areas of study, and a fundamental understanding of the key terms, rules, concepts, established principles and theories in one or more fields or disciplines.</li> <li>b) Knowledge literacy, in respect of which a learner is able to demonstrate an understanding that knowledge in one field can be applied to related fields.</li> <li>c) Method and procedure, in respect of which a learner is able to demonstrate the ability to apply essential methods, procedures and techniques of the field or discipline to a given familiar context, and the ability to motivate a change using relevant evidence.</li> <li>d) Problem solving, in respect of which a learner is able to demonstrate the ability to use own knowledge to solve common problems within a familiar context, and the ability to adjust an application of a common solution within relevant parameters to meet the needs of small changes in the problem or operating context with an understanding of the consequences of related actions.</li> <li>e) Ethics and professional practice, in respect of which a learner is able to</li> </ul>

	<p>demonstrate the ability to adhere to organisational ethics and a code of conduct, and the ability to understand societal values and ethics.</p> <p>f) Accessing, processing and managing information, in respect of which a learner is able to demonstrate a basic ability in gathering relevant information, analysis and evaluation skills, and the ability to apply and carry out actions by interpreting information from text and operational symbols or representations.</p> <p>g) Producing and communicating information, in respect of which a learner is able to demonstrate the ability to communicate and present information reliably and accurately in written and in oral or signed form.</p> <p>h) Context and systems, in respect of which a learner is able to demonstrate an understanding of the organisation or operating environment as a system within a wider context.</p> <p>i) Management of learning, in respect of which a learner is able to demonstrate the capacity to take responsibility for own learning within a supervised environment, and the capacity to evaluate own performance against given criteria.</p> <p>j) Accountability, in respect of which a learner is able to demonstrate the capacity to take decisions about and responsibility for actions, and the capacity to take the initiative to address any shortcomings found.</p>
	<p>SAQA Level descriptor for NQF Level Five</p> <p>a) Scope of knowledge, in respect of which a learner is able to demonstrate an informed understanding of the core areas of one or more fields, disciplines or practices, and an informed understanding of the key terms, concepts, facts, general principles, rules and theories of that field, discipline or practice.</p> <p>b) Knowledge literacy, in respect of which a learner is able to demonstrate the awareness of how knowledge or a knowledge system develops and evolves within the area of study or operation.</p> <p>c) Method and procedure, in respect of which a learner is able to demonstrate the ability to select and apply standard methods, procedures or techniques within the field, discipline or practice, and to plan and manage an implementation process within a well-defined, familiar and supported environment.</p> <p>d) Problem solving, in respect of which a learner is able to demonstrate the ability to identify, evaluate and solve defined, routine and new problems within a familiar context, and to apply solutions based on relevant evidence and procedures or other forms of explanation appropriate to the field, discipline or practice, demonstrating an understanding of the consequences.</p> <p>e) Ethics and professional practice, in respect of which a learner is able to demonstrate the ability to take account of, and act in accordance with, prescribed</p>

organisational and professional ethical codes of conduct, values and practices and to seek guidance on ethical and professional issues where necessary.

- f) Accessing, processing and managing information, in respect of which a learner is able to demonstrate the ability to gather information from a range of sources, including oral, written or symbolic texts, to select information appropriate to the task, and to apply basic processes of analysis, synthesis and evaluation on that information.
- g) Producing and communicating information, in respect of which a learner is able to demonstrate the ability to communicate information reliably, accurately and coherently, using conventions appropriate to the context, in written and oral or signed form or in practical demonstration, including an understanding of and respect for conventions around intellectual property, copyright and plagiarism, including the associated legal implications.
- h) Context and systems, in respect of which a learner is able to demonstrate the ability to operate in a range of familiar and new contexts, demonstrating an understanding of different kinds of systems, their constituent parts and the relationships between these parts, and to understand how actions in one area impact on other areas within the same system.
- i) Management of learning, in respect of which a learner is able to demonstrate the ability to evaluate his or her performance or the performance of others, and to take appropriate action where necessary; to take responsibility for his or her learning within a structured learning process; and to promote the learning of others.
- j) Accountability, in respect of which a learner is able to demonstrate the ability to account for his or her actions, to work effectively with and respect others, and, in a defined context, to take supervisory responsibility for others and for the responsible use of resources, where appropriate.



## **CRITERIA FOR EVALUATING RESPONSES AGAINST THE ISSUED SPECIFICATION**

<b>No.</b>	<b>Selection Element</b>	<b>Allocation</b>	<b>Weight</b>
1	Evaluate how good are the trainers are perceived in conveying course material to students		20%
1.1	Scrutinise the CV's of trainers and the certification of training competence to evaluate both quality, experience and skill in training	10%	
1.2	Scrutinise the reference letters to establish the training provider quality in conveying course material	10%	
2	Evaluate how good a project manager the training provider is		20%
2.1	Scrutinise the overview training program and evaluate its feasibility as a management tool for delivery of the outcomes	10%	
2.2	Scrutinise the reference letters to establish what quality project manager the training provider has been	10%	
3	Evaluate the design and quality of the proposed training syllabus		50%
3.1	Scrutinise the proposed syllabus to determine the coverage of topics relevant to the NRF	30%	
3.2	Scrutinise the reference letters to assess the training provider's ability to design/customise syllabus for their customers	20%	
4	Evaluate the training path in producing training certificates of evidence of increasing human capacity and the objective of professional qualifications being obtained by the NRF trainees	10%	10%

## SCORING SYSTEM FOR SCORING RESPONSES

No.	Selection Element Methodology					
Evaluation Criteria Number	Does not meet specification	0% quality with poor references	25% quality with adequate references	50% quality with good references	75% quality with very good references	100% quality with excellent references
1.1	0	2 defined as poor competence and no experience in a similar financial training environment	4 defined as poor competence and some experience in a similar financial training environment	6 defined as good competence and good experience in a similar financial training environment	8 defined as excellent competence and extensive experience in a similar financial training environment	10 defined as excellent competence and very extensive experience in a similar financial training environment
1.2	0	2 defined as all references reflect poor performance	4 defined as all references reflect mix performance	6 defined as all references are good	8 defined as all references are good to excellent	10 defined as all references are excellent
2.1	0	2 defined as proposed plan shows no understanding	4 defined as proposed plan shows poor understanding	6 defined as proposed plan shows good understanding	8 defined as proposed plan shows excellent understanding of dynamic nature	10 defined as proposed plan shows excellent understanding of dynamic nature with provision for time slippages
2.2	0	2 defined as all references reflect poor project management	4 defined as all references reflect mix opinion of plan management	6 defined as all references reflect good plan management	8 defined as all references reflect good plan management with corrective actions	10 defined as all references reflect excellent plan management with corrective actions
3.1	0	6 defined as syllabus shows no relevance to NRF	12 defined as syllabus shows poor relevance to NRF	18 defined as syllabus shows good customisation relevant to NRF	24 defined as syllabus shows excellent customisation relevant to NRF	30 defined as syllabus shows excellent customisation relevant to NRF and ability to amend when required

<b>Evaluation Criteria Number</b>	<b>Does not meet specification</b>	<b>0% quality with poor references</b>	<b>25% quality with adequate references</b>	<b>50% quality with good references</b>	<b>75% quality with very good references</b>	<b>100% quality with excellent references</b>
3.2	0	4 defined as all references reflect poor ability to customize	8 defined as all references reflect mixed ability to customize	12 defined as all references reflect good ability to customize	16 defined as all references reflect excellent ability to customize	20 defined as all references reflect excellent ability to customize and to add value added topics
4	0	2 defined as very poor training certificates approach	4 defined as poor training certificates that provide no real reward to trainees	6 defined as good training certificates that provide real reward to trainees	8 defined as excellent training certificates that provide real reward to trainees and to the market	10 defined as excellent training certificates that provide real reward to trainees and acts as qualification criteria to the professional institution

**Threshold to Qualify for Financial Awarding Stage**

Bidders scoring less than the **minimum threshold of 75%** are marked as failed and are not eligible to be considered in the next stage of evaluation, which is Price and BBEE.

**OBLIGATIONS OF EACH PARTY**

**National Research Foundation**

- 1. Contract Management**
  - 1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
- 2. Contract Manager**
  - 2.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
- 3. Notification of training venues and trainees**
  - 3.1. The NRF notifies the service provider of nominated trainees and training locations, organises the initial assessment and discusses the progression path

	<p>with the trainee based upon the service provider’s prior learning assessment.</p> <p>3.2. The successful bidder must be able to provide training in both provinces (Gauteng and Cape Town).</p> <p><b>4. Contract Communication</b></p> <p>4.1. The NRF communicates all communications in writing as well as through email.</p> <p>4.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.</p> <p>4.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.</p> <p><b>5. Training proof of delivery</b></p> <p>5.1. Training delivery documentation and delivery verification procedure is stipulated with the minimum being training attendance registers for each trainee.</p> <p><b>6. NRF Worked Examples</b></p> <p>6.1. The National Research Foundation provides, through the project manager, worked examples and exercises utilising / incorporating the NRF systems, core business, current challenges, procedures and operational dynamics, where applicable.</p> <p>6.2. The NRF provides such input prior to the commencement of the training</p> <p><b>7. Yearly review of training program</b></p> <p>7.1. The NRF reserves the right to conduct, at the end of each year, a review of the program and objectives achieved. Where the results are not to the level of expectation or supported within the NRF, the NRF reserves the right to terminate the contract at the end of the specific training year.</p> <p>7.2. NRF further reserves the right to contract an independent external party to review the contract performance at the end of the first year.</p>
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**TRAINING PROVIDER CONTRACTOR**

	<p><b>1. Managing the Contract</b></p> <p>1.1. The training provider manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Training Facilitation Manager</b></p> <p>2.1. The training provider proposes a training facilitation manager to the NRF with the manager’s CV and SETA accreditation as a trainer certification. The NRF will review the proposed person and accept in writing that the person is the training facilitation manager. The training provider provides NRF the contact details of the appointed contract manager. Where the NRF is not in accord, the training provider will provide further proposals for the training facilitation manager.</p> <p>2.2. The agreed upon training facilitation manager will remain through the contract period as the training facilitator managing all aspects of the training program.</p> <p><b>3. Communication</b></p> <p>3.1. The training provider communicates in writing and through email.</p>
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3.2. The training provider always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.

**4. Training program establishment**

4.1. The training facilitation manager schedules a first meeting with the NRF contract manager to establish the parameters of the training program, the degree of customisation, NRF worked examples and the timing of the program.

4.2. The training facilitation manager schedules a second or more meetings to finalise the training program, syllabus, trainees, worked examples, and venue management with the NRF contract manager.

4.3. The training facilitation manager, with the NRF contract manager, presents the finalised training program and syllabus to the Chief Financial Officer for final approval.

4.4. The training facilitation manager, through the NRF contract manager, obtains the list of trainees and schedules the assessments of these trainees. The training facilitation manager provides written feedback to the direct line manager of the assessments in the presence of the potential trainee.

4.5. The training facilitation manager and the NRF contract manager schedules the training program to start in February of each calendar year.

4.6. The training facilitation manager to communicate program to the NRF in sufficient time to allow for nomination of trainees, assessment, and registration.

**5. Assessment Results Feedback**

5.1. The training provider will discuss with the trainee their assessment results in the presence of the trainee's manager.

**6. Training Delivery**

6.1. The training provider to provide attendance registers of trainees trained, training material provided which is signed for by NRF employees as proof of delivery of acceptable quality supplies.

6.2. The training provider provides structured feedback to the NRF at regular intervals during the course of the project; the feedback is on both content and implementation aspects of the programme; such feedback opportunities are indicated clearly in the delivery outline.

**7. Utilising NRF examples to make the training relevant to the trainees**

7.1. The training provider, utilising National Research Foundation data, develops examples/exercises utilising the National Research Foundation data prior to the commencement of training

**8. Commitment to minimum number of trainees**

8.1. The training provider commits that the price for the training program is based on the minimum of 20 trainees, 10 per regional venue for each of the three training years.

## PRICING DETAIL

### **SBD 3.2 - Pricing Schedule for the Duration of the Contract**

(SBD 3.2 – Variable Pricing)

#### NOTE

ONLY FIRM PRICES AT DATE OF BID ARE ACCEPTED. PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

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

Detailed information is optional and is provided as annexures to the details provided.

The NRF accepts no changes, extensions, or additional ad hoc costs outside of the contract signed by both parties.

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

**The bidder provides the commitment that the pricing provided is based on the minimum of 20 trainees as set out below.**

	Cape Town	Pretoria	Total
Level 1 year 1	10	10	20
Level 2 year 2	10	10	20
Level 3 year 3	10	10	20

**Prospective bidders should note it is not a bid requirement to have training simultaneously conducted at different venues.**

<b>BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)</b>				
<b><u>NO</u></b>	<b><u>QT Y</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>UNIT PRICE</u></b>
1a	10	Year 1 - Level 1 training fee, including training material at Gauteng	Per trainee	
1b	10	Year 1 - Level 1 training fee, including training material at Western Cape	Per trainee	
2a	10	Year 2 - Level 2 training fee, including training material at Gauteng	Per trainee	
2b	10	Year 2 - Level 2 training fee, including training material at Western Cape	Per trainee	
3a	10	Year 3 - Level 3 training fee, including training material at Gauteng	Per trainee	
3b	10	Year 3 - Level 3 training fee, including training material at Western Cape	Per trainee	
4	20	Initial assessment fee, to determine which level to enter	Per trainee	
Total Cost is determined by multiplying quantity by unit price				
TOTAL BID PRICE			R	
<b>Bidders must advise whether admission and annual training membership fees to a professional body applies and if so, the cost should be provided separately.</b>				
<b>Delivery Administration</b>				
	Required by Business Unit:		Corporate Finance and SCM	
	At delivery site:		iThemba LABS in Western Cape SAASTA Training Centre, Pretoria	
	Period required for delivery upon placement of delivery instruction:		Three months from date of signing contract to the commencement of the first training module	

Delivery	Firm/not firm/will be advised
Delivery basis (Full cost to delivery site)	
Brand and model	
Country of origin	
Does the offer comply with the specification(s)?	YES / NO
If not to specification, indicate deviation(s) in a separate attached schedule	
<b>PRICE ADJUSTMENTS: NON-FIRM PRICES SUBJECT TO ESCALATION</b>	
<p>IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES</p> <p>IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:</p> $Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$ <p>Where:</p> <p>Pa = The new escalated price to be calculated.</p> <p>(1-V)Pt = 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.</p> <p>D1, D2. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.</p> <p>R1t, R2t.= Index figure obtained from new index (depends on the number of factors used).</p> <p>R1o, R2o = Index figure at time of bidding.</p> <p>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.</p>	



<p>The following index/indices must be used to calculate your bid price:</p> <p>Index CPI Dated ..... Will be taken as base =100 for calculating the period adjustment for trainee labour cost</p>								
<p>A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.</p>								
<p>FACTOR (D1, D2 etc. e.g. Labour, transport etc.)</p>						<p>PERCENTAGE OF BID PRICE</p>		
<p>Labour percentage of trainee</p>								
<p>Overhead and profit</p>								
<p><b>PREFERENCE POINTS CLAIMED (SBD 6.1)</b></p>								
<p>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:</p>								
<p>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.</p>								
<p>PREFERENCE SYSTEM:</p>						<p>90:10</p>		
<p>Preference Points for this bid is awarded in accordance with the table below:</p>								
<p>BBEE Status Level of Contributor per B-BBEE Certificate</p>								
1	2	3	4	5	6	7	8	Non-Compliant
<p>Points</p>								
10	9	8	5	4	3	2	1	0
<p>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.</p>								
<p>The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.</p>								

<p>A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.</p> <p>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.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that 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><b>BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:</b></p>	
B-BBEE Status level claimed	
Preference Points claimed	
<p><b>BID DECLARATION: SUB-CONTRACTING</b></p>	
Will any portion of the contract be sub-contracted?	YES / NO
<p>If Yes, indicate:</p>	
What percentage of the contract will be subcontracted?	
Names of the sub-contractor	

	The B-BBEE status level of the sub-contractor	
	Whether the sub-contractor is an EME?	YES / NO
	<p>I/we, the undersigned, who is/are duly authorised to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:</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"> <li>Disqualify the Bidder from the bidding process;</li> <li>Recover costs, losses or damages it has incurred or suffered as a result of that Bidder’s conduct;</li> <li>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;</li> <li>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.</li> </ul>	

## **DUE DILIGENCE REQUIREMENTS**

### **CONTACTABLE REFERENCES**

The bidder is required to supply at least three (3) contactable references with their reference letters, as per the format under the Annexure section in this document. The form is for the bidder's current customers to complete on their company letterhead and no fewer than three must be returned as part of this submission.

### **WRITTEN REFERENCES FROM SOUTH AFRICAN REVENUE SERVICES**

Bidder is required to provide evidence of good standing with their tax office (overseas and local).

Where the bidder is a South African citizen and meets the threshold for tax registration, the Central Supplier Database registration provided the verification of the bidder's tax status. Foreign bidders, where they have a South African legal registered entity, must comply with this requirement.

Where the foreign bidders do not have a South African legal entity, they are exempt from this requirement. For due diligence, where their country of residence has the same requirement of tax status, a copy of that certificate should be provided.

### **WRITTEN REFERENCES OF GOOD PRICING PRACTICES – SBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- 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 <sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

<p><sup>3</sup> 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</p>	
<p><b>WRITTEN REFERENCES OF GOOD SUPPLY PRACTICES – SBD8: DECLARATION OF BIDDER'S PAST SCM PRACTICES</b></p>	
<p>Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
<p>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:</p>	<p>YES / NO</p>
<p>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:</p>	<p>YES / NO</p>
<p>Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	
<p><b>WRITTEN REFERENCES OF INDEPENDENCE FROM GOVERNMENT IN THIS PROCUREMENT – SBD4: DECLARATION OF INTEREST</b></p>	
<p>Any legal person, including persons employed by the State<sup>1</sup>, 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>The Bidder is employed by the State; and/or</p> <p>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>	
	<p>Full Name of Bidder or his/her representative</p>
	<p>Identity Number:</p>
	<p>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):</p>
	<p>Registration number of company, enterprise, close corporation, partnership agreement</p>
	<p>Tax Reference Number:</p>
	<p>VAT Registration Number:</p>
	<p>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:</p>
<p>Schedule attached with the above details for all directors/members/shareholders</p>	
<p>Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule</p>	<p>YES / NO</p>
	<p>Name of person/ director/ trustee/ shareholder/member:</p>
	<p>Name of state institution at which you or the person connected to the Bidder is employed</p>
	<p>Position occupied in the state institution</p>
	<p>Any other particulars:</p>

<p>If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?</p>	<p>YES / NO</p>
<p>If Yes, did you attach proof of such authority to the Bid document?</p>	
<p>If No, furnish reasons for non-submission of such proof as an attached schedule</p>	
<p>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</p>	
<p>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?</p>	<p>YES / NO</p>
<p>If so, furnish particulars as an attached schedule:</p>	
<p>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?</p>	<p>YES / NO</p>
<p>If so, furnish particulars as an attached schedule.</p>	
<p>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?</p>	<p>YES / NO</p>
<p>If so, furnish particulars as an attached schedule:</p>	
<p><b>GCC - CONDITIONS OF CONTRACT - JULY 2010</b></p>	
<p>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".</p> <p>The General Conditions of Contract (GCC) cannot be amended. Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause is appended below the specific GCC clause. Where SCC is required by a bid that is not part of the GCC, the SCC clause is appended after all the GCC clauses. No clause in this document shall be in conflict with another clause.</p>	



GCC1	<p><b>1. Definitions - The following terms shall be interpreted as indicated:</b></p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among</p>
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	<p>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>1.14. “GCC” means the General Conditions of Contract.</p> <p>1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>GCC2</b>	<b>2. Application</b>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p>

	2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
<b>GCC3</b>	<b>3. General</b>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>GCC4</b>	<b>4. Standards</b>
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>GCC5</b>	<b>5. Use of contract documents and information; inspection.</b>
	<p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>GCC6</b>	<b>6. Patent rights</b>
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

GCC7	<b>7. Performance security</b>
	<p>7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>GCC7 SCC</b>	No performance security required
GCC8	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection</p>

	<p>with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>GCC9</b>	<b>9. Packing</b>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>GCC9 SCC</b>	Training materials are to be listed per each level and filed with the National Research Foundation at the commencement of the contract.
<b>GCC10</b>	<b>10. Delivery and Documentation</b>
	<p>10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>

<b>GCC10 SCC</b>	The supplier provides the training attendance registers
GCC11	<b>11. Insurance</b>
	11.1. 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.
GCC12	<b>12. Transportation</b>
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p>

	<p>14.1.2. in the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>15. Warranty</b>
	<p>15.1. 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>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>GCC16</b>	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p>

	16.4. Payment will be made in Rand unless otherwise stipulated in SCC
<b>GCC16 SCC</b>	<p>Schedule of payments are as follows:</p> <p>Assessment fees and professional fees on completion of assessment and upon registration with the professional body.</p> <p>Training fee and training materials per level per trainee paid upon start of training for the full year</p>
<b>GCC16 SCC</b>	<p>Method and conditions of payment are as follows:</p> <p>Only invoices supported by delivery documents in accordance with this contract is accepted.</p> <p>Invoices shall be submitted to the contract manager for submission to the respective finance unit. No invoices for outstanding goods or services are accepted.</p>
<b>GCC17</b>	<b>17. Prices</b>
	17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
<b>GCC17 SCC</b>	<p>Price variations are allowed on the following conditions and indexes as stipulated in this document.</p> <p>Contract value is determined by changes in the quantity of trainees.</p>
<b>GCC18</b>	<b>18. Contract amendment</b>
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>GCC19</b>	<b>19. Assignment</b>
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>GCC20</b>	<b>20. Subcontract</b>
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract



GCC21	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. 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	<b>22. Penalties</b>
	<p>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>

<b>GCC22 SSC</b>	<b>ADDITIONAL PENALTIES</b>		
<b>Performance</b>	<b>Measurement Criteria</b>	<b>Penalty where below minimum</b>	
Confirmed training interventions not cancelled within 48 hours	Notice of cancellation	Reimbursement of total costs incurred for the intervention.	
Subsequent to the completion of each level, results should be provided within 7 working days upon completion of the final assessment of the level	Communication of results within 7 working days	3% of amount charged per learner for the level	
Full membership to a professional body after completion of final level NQF5	Acceptance letter of learners as full members by a professional body. A membership number should be allocated to learners.	3% of amount charged per learner for all levels completed, if membership is not granted within agreed time – lines.	
<b>GCC23</b>	<b>23. Termination for default</b>		
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not</p>		

	<p>terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a 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>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. 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>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
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GCC24	<b>24. Anti-dumping and countervailing duties</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<b>26. Termination for insolvency</b>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such</p>

	<p>dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p>
<b>GCC28</b>	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>GCC29</b>	<b>29. Governing language</b>
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<b>GCC30</b>	<b>30. Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>

GCC31	<b>31. Notices</b>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	<b>32. Taxes and duties</b>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	<b>33. National Industrial Participation Programme</b>
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	<b>34. Prohibition of restrictive practices</b>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by</p>

	<p>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><b>Intellectual property provided in the bid invitation</b></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><b>Intellectual property contained in the deliverables</b></p> <p>The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.</p>
<p><b>BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT</b></p>	
1	<b>Proposal to Technical Specification</b>
2	
<p><b>BIDDERS DETAIL PRICE SCHEDULES</b></p>	
1	<b>Detailed SBD 3</b>
<p><b>BID SUBMISSION CERTIFICATE FORM - (SBD 1)</b></p>	
	<p>I hereby undertake to supply all or any of the goods, works and services described in this procurement invitation to the National Research Foundation in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.</p>
	<p>My offer remains binding upon me and open for acceptance by the National Research Foundation during the validity period indicated and calculated from the closing time of Procurement Invitation.</p>
	<p>The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:</p>

	Invitation to Bid (SBD1)	Specification(s) set out in this Procurement Invitation inclusive of any annexures attached
	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);
	Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBEE certificate	
	Declaration of Bidder's past SCM practice	Conditions of contract
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Procurement Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Procurement Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Procurement Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
	I confirm that I am duly authorised to sign this offer/ bid response.	
	NAME (PRINT)	
	CAPACITY	
	SIGNATURE	
	Witness 1	



NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	

# NATIONAL RESEARCH FOUNDATION ANNEXURE A

**1 Reference Letter Template**

Bidder's Letterhead

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

<b>Bid Reference:</b>			
Reference on Bidder:			
Referee Name:			
Criteria	Needs improvement	Meets requirements	Exceeds requirements & Adds value
Professionalism of the training provider			
The quality of the trainers in conveying course material			
Customer centricity & interpersonal skills of the facilitator			
Turn around/Completion Times of project arrangements			
What was the training provider's ability to design/customise a syllabus for you			

Criteria	Needs improvement	Meets requirements	Exceeds requirements & Adds value
Satisfaction with work done by bidder			
Satisfaction with the quality of the content of the training modules			
Satisfaction, quality and practicality of training material			
Satisfaction with the project planning			
How did your trainees evaluate the training provider?			
No. of times used in past year		YES/NO	
Overall Impression			
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

	Company Stamp:	
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