



**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	<b>NRF/RISA/IRC/2/2016</b>
CLOSING DATE AND TIME	<b>29 July 2016 at 11h00</b>

**BID DESCRIPTION**

**APPOINTMENT OF A FIRM TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE ANNUAL SCIENCE FORUM SOUTH AFRICA HOSTED BY THE NATIONAL RESEARCH FOUNDATION AND THE DEPARTMENT OF SCIENCE AND TECHNOLOGY FOR A PERIOD OF 3 (THREE) YEARS**

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

The successful bidder and the NRF must sign the written Contract Form (SBD 7) once the delegated authority has approved the award of such contract.

Preferential Procurement System Applicable:	<b>90 : 10</b>
Validity Period From Date Of Closure:	<b>150 days</b>

ORIGINAL BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX AT:

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

BID DOCUMENTS SHOULD BE ENCLOSED IN AN ENVELOPE/S ADDRESSED AS FOLLOWS:

On the face of each envelope:	Bid Number Bidder's Name, Bidder's Postal Address, Contact Name, Telephone Number and email address
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	<b>BIDDERS ARE REQUIRED TO DELIVER BIDS TO THE CORRECT ADDRESS TIMEOUSLY. IF THE BID IS DELIVERED LATE AT THE NRF ADDRESS, THE NRF DOES NOT CONSIDER IT AND RETURNS IT TO BIDDER.</b>												
	Bidders submit their bid response on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules.  <b>Certain documentation is mandatory for entering the evaluation phase. Non-submission of these marked documents will lead to disqualification.</b>												
	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS - 2011,												
	THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT FOR NON-CONSTRUCTION AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION.												
	As a service provider contracting, you are deemed to have read and accepted these conditions of contract.												
	<b>REGISTRATION ON THE CENTRAL SUPPLIER DATABASE:</b>  In order to contract / to do business with an organ of state, the bidder must be registered on the National Treasury's Central Supplier Database (CSD). Registration on the CSD ( <a href="http://www.csd.gov.za">www.csd.gov.za</a> ) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels. No bid nor contract can be given to a bidder not registered on the CSD.  Contact Treasury: 012 406 9222 or email <a href="mailto:csd.support@treasury.gov.za">csd.support@treasury.gov.za</a>												
	<b>ENQUIRIES ARE DIRECTED TO THE FOLLOWING:</b>												
	<b>TECHNICAL ENQUIRIES - The contact persons are:</b>												
	<table border="0"> <tr> <td>Francois Davel</td> <td>OR</td> <td>Kathy Potgieter</td> </tr> <tr> <td>Cell: +2783 634 9124</td> <td></td> <td></td> </tr> <tr> <td>Tel : +2712 843 6328</td> <td></td> <td>+2712 481 4039</td> </tr> <tr> <td><a href="mailto:Francois.Davel@dst.gov.za">Francois.Davel@dst.gov.za</a></td> <td></td> <td><a href="mailto:kathyp@nrf.ac.za">kathyp@nrf.ac.za</a></td> </tr> </table>	Francois Davel	OR	Kathy Potgieter	Cell: +2783 634 9124			Tel : +2712 843 6328		+2712 481 4039	<a href="mailto:Francois.Davel@dst.gov.za">Francois.Davel@dst.gov.za</a>		<a href="mailto:kathyp@nrf.ac.za">kathyp@nrf.ac.za</a>
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<a href="mailto:Francois.Davel@dst.gov.za">Francois.Davel@dst.gov.za</a>		<a href="mailto:kathyp@nrf.ac.za">kathyp@nrf.ac.za</a>											
	<b>SUPPLY CHAIN MANAGEMENT ENQUIRIES The contact person is</b>												
	H Deist Supply Chain Tel: 012-481 4115 Email: <a href="mailto:risa-scm@nrf.ac.za">risa-scm@nrf.ac.za</a>												

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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, where circumstances justifies, evaluates each bidder through detail evaluation such as interviews/presentations/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation.

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 the 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.

**NB: Please note that the NRF reserves the right not to accept the lowest quote or not to proceed with this project. All costs that the service provider may incur due to the preparation of the bid and project plan for the DST shall be the sole responsibility of the consultant.**

### Management of Bid Documentation:

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

Bidders are required to submit response bids by completing all the prices on the provided pricing schedule and mandatory response fields where applicable. Non-compliance with this condition may invalidate the bid

**Quantities**

No quantities are reflected in the bid as orders will be placed on the basis of “as and when required” and no guarantees is given or implied as to the actual quantity which will be procured during the contract period.

**Counter Conditions**

Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

**Response Preparation Costs**

The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this 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.

**Fronting**

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

of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

**Confidentiality**

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

**Validation Of Submitted Documentation**

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

**Presentations And Proof Of Functionality as part of the evaluation of proposals**

The NRF has the right to perform due diligence on bid proposals received through calling for interviews/presentations/pitching sessions/proof of functionality sessions with short-listed bidders before concluding the evaluation.

**Sub-contracting Direct**

The NRF does not enter into any separate contract with sub-contractors of its appointed contractors.

**Information Provided In The Procurement Invitation**

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.

## RETURNABLE DOCUMENTS REQUIRED TO QUALIFY FOR EVALUATION

<b>Number of originals for contract signing</b>		<b>1</b>	
Bidders must submit the bid in hard copy format (paper document) to the NRF. The hard copy of the bid will serve as the legal bid contract document and the master record. Any discrepancy between the evaluation copies and the master record, the master record will prevail.			
<b>Number of evaluation pack copies;</b>		<b>4</b>	
Bidders mark documents as either “ <b>Original</b> ” or “ <b>Copy</b> ” and number all pages sequentially.			
Pack grouped into “PROPOSAL” and “PRICING ” Sections			
<b>Two envelope system required</b>		<b>YES</b>	
<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</b>			<b>Envelope 1</b>
1.1	Signed and completed Procurement Invitation	YES	NO
1.2	<b>A proposal indicating how the bidder will address the specifications for required procurement including:</b>	YES	NO
	1.2.1. A detailed work plan addressing the event requirements, detailing resources and demonstrating the overall approach on how the event requirements are to be met	YES	NO
	1.2.2. A list of employees indicating their experience and qualifications and the detailed curriculum vitae of the persons that will handle the event requirements	YES	NO
1.3	A list of current corporate customers with a record of events previously managed, indicating the size, the target audience and the cost for each event	YES	NO
1.4	<b>Three (3) reference letters</b> from past and present corporate customers/ clients – <b><i>a specimen of the required reference letter is contained in Annexure 1 on page 44 &amp; 45 &amp; 46 of this invitation.</i></b> These references must speak to events hosted in the past 3 years.	YES	NO
1.5	A detailed company profile indicating years of experience in the industry and proof that supports capability and capacity to handle projects of this nature and size. The profile should also indicate where the bidder is represented nationally.	YES	NO
1.6	Confirmation of registration on the National Treasury Central Supplier Database (CSD)	YES	NO
1.7	Proof of membership of a recognised professional body/organisation for the event management and conferencing industry (e.g. SAACI or IEM)	YES	NO
1.8	SBD6.1 (Preference Claim Form) signed and supported by the supporting B-BBEE Certificate or affidavit signed by Commissioner of Oaths	YES	NO

RETURNABLE DOCUMENTS		Envelope 2	
2.1	A detailed proposal in the <b>SBD3</b> format with a breakdown of costs and capacity.(Pricing)	YES	NO
<b>THE FOLLOWING PARTICULARS MUST BE FURNISHED AS LEAD PAGE OF THE BID RESPONSE</b>			
	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

<b>OR</b>		
Central supplier database certificate with green tax status		Yes/No
<b>Supplier is registered on the National Treasury's Central Supplier Database (CSD). If yes, provide the following:</b>		Yes/No
Supplier Number	<b>M</b>	Unique Registration Reference Number (36 digits)
<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		

## BACKGROUND TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998 and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is a government agency reporting to the Department of Science and Technology (“DST”).

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.

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

## CONTEXT IN WHICH SERVICES AND WORKS ARE REQUIRED

The Department of Science and Technology (DST) will host Science Forum South Africa (“the event”), an international science indaba, inspired by the model of the European Science Open Forum (ESOF) at the CSIR Convention Centre in Pretoria annually for three years. Science Forum South Africa 2016 will take place on 8 and 9 December 2016. The event is a two-day event and some 2000 people per day are expected to attend. The NRF, as contracting agency for the DST, seeks to appoint a suitably qualified service provider to support the planning, coordination and management of this event in accordance with these specific terms of reference. Key characteristics of the event will include:

- An ‘enticing’ event programme comprising several parallel sessions, addressing a diverse range of science and science policy orientated themes
- A rich diversity in the background of participants, comprising scientists, students, public and private sector representatives as well as civil society constituents
- An event programme compiled ‘top down’ by the organisers as well as enabling public input through a competitive call for proposals for the organisation of sessions; and
- A strong international dimension to the event, reflected by the participation of speakers and attendees from a diverse range of countries, especially from Africa.

It is anticipated that participation will include high-level and celebrity national and international speakers. The event will consist of plenary discussions, side events, dialogues, opportunities for one-on-one meetings between national and international researchers, a 60-stand exhibition hall and a Ministerial dinner.

### OBJECTIVES OF THE EVENT

The overall goals and objectives of the event are to:

1. Showcase the best and latest research projects under the relevant theme approved by DST.
2. Profile South African supported research projects and companies

3. Provide opportunities for one-on-one interactions between researchers;
4. Provide a platform for public discussions and policy dialogues on the latest developments in national and international research, including but not limited to the following sub-themes:
  - Shaping Humanity (Humanities and Social Sciences).
  - Preparing people for the knowledge economy (human capital development).
  - Open science and open innovation for Africa (Africa focus).
  - Science transforming society.
  - A better world (responding to global challenges).
  - Innovation and the industry of tomorrow.
5. The first event is Science Forum South Africa 2016 and the theme for this event is “Igniting Conversations about Science”.

#### **TARGET AUDIENCE AND PARTICIPANTS**

The target audience and participants at the event will include among others:

- Embassies / research partners, known funders of technology development and commercialisation locally and abroad
- Regional innovation / development agencies
- Public research and higher education institutions
- Seasoned research managers and technology transfer practitioners
- Senior government officials and decision-makers.
- The general public with an interest in science, technology and innovation.

#### **STEERING AND ORGANISING COMMITTEE**

The Steering Committee for the hosting of the event, comprises of representatives from the DST and the NRF, and in April 2016 the Steering Committee has commenced with the implementation plans for the event to be held in December 2016. The Committee currently meets fortnightly, but it is envisaged that the frequency of meetings may increase as the event dates draw closer. It is envisaged that the event will comprise up to 2000 people (including exhibitors, visitors, media, panellists and speakers) per day for the two day event. The successful bidder will attend, report to and support the Committee in planning for the event, including the exhibition and side events programmes, as well as to take responsibility for the set-up prior to commencement of the event and for coordination, implementation and smooth running of the event during the actual forum.

#### **CONTRACT PERIOD**

The contract is for a period of three (3) years, subject to a successful annual review of performance at the end of each event. The contract period commences from the date that both parties sign the contract (SBD7) until 31 January 2019.

## SPECIFICATIONS FOR THE REQUIRED PROCUREMENT

### SERVICES REQUIRED

The successful bidder will have prior experience in convening science conferences, and will report to and support the Committee in planning for the event, including the exhibition and side events programmes. The successful bidder will take responsibility for the set-up prior to commencement of the event and for coordination, implementation and smooth running of the event during the actual forum.

### DELIVERABLES AND OUTCOMES

The successful bidder will manage and deliver on a variety of services including the following:

#### A. EVENT PLANNING COORDINATION AND MANAGEMENT

The successful bidder will be responsible for all administrative and support functions relating to the coordination and implementation of the event. This includes the following activities:

1. Attend all meetings of the Steering Committee and related meetings with key implementation partners including taking and distributing the minutes of such meetings.
2. Draw up and update the event management Project Plan with itemised deliverables, time sheets and checklists, ensuring the implementation of decisions taken at Steering Committee meetings and other meeting with key implementation partners.
3. Support, and as required manage, the coordination with sub-contracted service providers (including, but not limited to, exhibition infrastructure, marketing material design, production and distribution; as well as venue/s, facilities and travel coordination) to ensure organisation and thematic alignment with the overall aims and objectives of the event.
4. Develop and maintain a full and comprehensive exhibitor, visitor and speaker database, which will be made available to the NRF and DST, the proprietary rights of which will remain vested in the NRF and DST.
5. Perform off- and on-site event management functions including
  - a. Distribution of direct and online invitations and RSVP coordination
  - b. Facilitation of all pre-registration processes and responding to general enquiries relating to the event;
  - c. Operation of the event information desk including the facilitation of onsite registration, the provision of event materials and programme management
  - d. Handling of on-site registration, payments and management of enquiries for the duration of the event, including a manned onsite touch screen registration system, branded lanyards and accreditation pouches ;
  - e. Organisation and management of exhibitions including provision of the infrastructure and the support and supervision of the set up and break down of exhibition infrastructure, marketing material and directional signage;
  - f. Developing and managing the schedule for side-events and social functions, meetings, and

breakaway sessions;

6. Administer the requirements for the existing website for the event (in conjunction with the webmaster) and to continue, and enhance, the website for this showcase event as it is the foundation on which the event is popularized and marketed. The successful bidder will work closely with the webmaster, especially in managing the online invitations and RSVP process. The website will include information pertaining to:

- a. Online registration
- b. Exhibitor and speaker profiles and information
- c. Programme of side events
- d. Information relevant to hotel and transport options
- e. FAQs and responses.

(Note: the information, designs, logos and the like remain NRF and DST proprietary information.)

7. Coordination and assistance for the networking cocktail event and provide support to the DST Communications department for the Ministers' dinner function.

#### **B. STAKEHOLDER MANAGEMENT**

The successful bidder is required to handle the relations with all of the stakeholders:

1. **Speakers, panellists and session coordinators** – identifying and inviting key speakers in conjunction with the Steering Committee and receiving abstract submissions from and management of 200 parallel session panellists and also 20 plenary speakers and panellists. Liaising with speakers and panellists, providing information to speakers and panellists and facilitating the accommodation, airport shuttles and travel arrangements for these speakers and panellists. (All travel, airport shuttles and accommodation arrangement will be handled by appointed travel management companies of the NRF and these costs do not form part of this bid.)
2. **Delegates and general visitors** - Liaising with delegates and visitors and providing information and guidance to them about the event and the programme
3. **Exhibitors** – identifying, approving and inviting key exhibitors in conjunction with the Steering Committee and thereafter liaising with representatives of exhibitors and providing information and guidance to them about the event, the programme and the exhibition infrastructure set up and breakdown
4. **Media** - Liaising with the media to promote the event, provide information about the event and the programme and arrange media briefings and media room bookings
5. **Ministerial VIP guests** – liaising with representatives of Ministerial VIP guests to facilitate logistical support and to provide information about the event and the programme and assist with media liaison as necessary. Ushers to meet and greet these guests and guide them to appropriate areas and sessions during the event

#### **C. PROMOTIONAL ACTIVITIES**

The appointed service provider will be required to support, and coordinate, any additional sub-contracted service providers, inclusive of advising on possible methods of widely publicising and promoting the event

in order to attract the relevant participants, and to assist with the implementation thereof as agreed with the Steering Committee. This will include:

1. The design, development and distribution of information flyers, event programmes and other promotional material.
2. The design and development of on-line invitation, registration and pre-registration processes, RSVP database management pre-event including follow-up processes.
3. The sourcing of awards for the “Science Diplomacy” awards; medals/coins for speakers and panellists and certificates for the awards.
4. The facilitation of the Mobile App for the event and maintain the content of the App
5. The provision and preparation of branded lanyards and plastic accreditation pouches
6. The design and print of the event booklet and a fast fold exhibition reference guide
7. The design and print of the following promotional materials
  - a. 2000 x A5 booklets printed in full colour on 135gms with cover on 250gms matt varnished, saddle stitched 60 page inner plus cover
  - b. 4 x A1 full colour directional correx boards
  - c. 2000 x 360x140mm folded to 3 panels full colour both sides on 130gms
  - d. 12 x A1 posters printed in full colour
  - e. 3 x double Perspex bent to A-frame to hold A4 paper – for information desk
  - f. 220 x panellist and speaker name tags, table names with score line and full colour print single sided
8. The sourcing of professional syndicated photographers to take photographs of guests, speakers, delegates during the event and arranging that 3x CD Copies of the pictures are produced for the NRF and DST partners.
9. The sourcing of suitable video recording and multi-media services, including:
  - a. Hire two videographers to capture the event on video, produce a 30 minute and a 30, 45 and 60 second edited versions of the event to be delivered on branded DVD. 3x DVD copies to be produced for each partner and submitted with the final report pack.
  - b. Multimedia branding services in registration area showcasing themes of the event
  - c. An opening DVD to be prepared to open the Awards themed around “IGNITING CONVERSATIONS ABOUT SCIENCE”

#### **D. VENUE LIAISON, DÉCOR, CATERING ACTIVITIES**

The successful bidder is required to handle the relations with all of the supporting service providers:

1. Liaison and coordination with the venue / facilities managers to ensure that all on-site services (including catering, breakaway room set up, audio-visual equipment, etc.) is provided on time and that venue staff is advised of any schedule changes, including;
  - Set up of main venues and side venues in accordance with requirements agreed with the Steering Committee, ensuring that suitable technical support is on hand for the duration of the event
  - Set up of a suitable VIP Lounge including the provision of suitable furniture and equipment, catering/soft-drinks as protocol determines
  - Set up of a suitable social networking lounge to accommodate 85 persons including the provision of suitable furniture and equipment, catering/soft-drinks as agreed by the Steering

Committee

- Set up of a suitable media briefing room suitably furnished, including the required equipment and the provision of water for interviewees and speakers.
  - Securing a suitable venue for a staff office and a storage room for event items
  - Securing a suitable holding room and secure storage room for safekeeping of speaker luggage or other items during the event
  - Arranging dedicated parking for relevant VIP guests close to the venue
2. Manage and oversee catering, welcome drinks and related services for the whole event and for any special events including the networking cocktail, and catering/drinks for the VIP lounge and for the networking and media rooms. Provide support to the DST Communications department for catering and refreshment requirements for the Ministers' dinner.
  3. Arrange and facilitate all décor including floral arrangements for the main stage, floral arrangements for the VIP lounge and for the networking and media rooms and for the registration and welcome area.
  4. Provision of tub chairs and coffee tables for the main stage and panel discussions (plenary and parallel sessions (seven venues in total))

**E. PROTOCOL AND SECURITY ACTIVITIES**

The successful bidder will be required to:

1. Undertake the required risk assessment and facilitate risk management
2. Develop a security plan if not part of the venue offerings.
3. Complete the Joint Operations Committee Event checklist for the main venue and for any of the selected side events

**F. CLOSE OUT REPORT, DEBRIEF AND ANNUAL REVIEW**

The successful bidder will be required to:

1. Prepare a detailed organisers report
2. Arrange a debrief meeting before end of January of the following year
3. Present a close-out report with press clippings, PR Value, Publicity, branded DVDs and photos, before the end of January of the following year.
4. Attend the post event annual review to confirm their ongoing appointment for the next year



## REQUIREMENTS APPLICABLE TO THIS PROCUREMENT

### BIDDER ATTRIBUTES

The successful bidder is expected to be an experienced event management team, with a track record of scientific events, who will manage all activities of the project and is required to provide evidence of the following:

- a proven track record of successful implementation of conferences / events with more than 1000 guests during the past three years, by providing a list of current corporate customers with a record of events previously managed, indicating the size of each event, the target audience for each event and the cost of each event
- a proven track record of event management for target audiences that include speakers, panellists and delegates in high level leadership positions, senior academics and leaders in science, technology, education and research environments, as indicated on the record of events previously managed;
- assurance of the bidders capacity and capability indicated by three written references from past and present corporate customers/ clients for whom the bidder has managed events in the past three years; together with a list of employees, indicating their qualifications and experience and also providing the curriculum vitae of the persons who will be handling this event. The NRF reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a Service Provider.
- the ability to commence work immediately after appointment, by providing a detailed work plan addressing the event requirements
- the ability to deliver the requirements within the specified time frames and with the available resources as indicated in the detailed work plan addressing the event requirements
- indicate registration to relevant professional bodies and organisations

### DETAILS REQUIRED IN THE PROPOSAL

- A breakdown of costs in South African Rands (including VAT). Where possible, costs should be linked with specific tasks to be undertaken
- Bidders must submit to the NRF three (3) reference letters from corporate customers/ clients – a specimen of the required reference letter is contained in Annexure “A”. These references must speak to events that have been hosted in the past two years.
- The Bid proposal should also include the CVs of the staff who will participate in and are responsible for the implementation of the event project, demonstrating experience relevant to the tasks being undertaken.

## CRITERIA FOR EVALUATING RESPONSES AGAINST THE ISSUED SPECIFICATION

### COMPLIANCE OF BID PROPOSAL

<b>1</b>	A proposal including the detailed work plan and list of employees to work on the event has been provided	<b>GO</b>	<b>NO GO</b>
<b>2</b>	Three written references have been provided	<b>GO</b>	<b>NO GO</b>
<b>3</b>	Quality of ALL References provided are of an acceptable rating	<b>GO</b>	<b>NO GO</b>
<b>4</b>	It is evident that the bidder has done 3 events of similar size during the past three years.	<b>GO</b>	<b>NO GO</b>
<b>5</b>	Proof of membership of a recognised professional body/organisation for the event management and conferencing industry has been provided	<b>GO</b>	<b>NO GO</b>

**Bidders must score "GO" on all of the above to be considered for the next stage of evaluation.**

### EVALUATION OF BIDS AGAINST SPECIFICATION AND QUALITY

No.	Selection Element	Weight
1	Evaluate bidder's Expertise, specialist input, experience and track record in related event management and coordination	30%
2	Expertise and experience in stakeholder management	30%
3	Methodology and relevance of proposed work plan & how this meets specified SFSA requirements	20%
4	Capacity to deliver within the specified time frames and availability of existing resources	20%

### SCORING SYSTEM FOR SCORING RESPONSES

No.	Selection Element Methodology					WEIGHT	SCORE
	Elements to be evaluated	SCORE					
1.	Evaluate bidder's Expertise, specialist input, experience and track record based on the references provided	5	15	25	30	30	
		Track record does not meet requirements	Meets requirements with less than 3 years' track record	Meets requirements with more than 3 but less than 5 years' track record	Meets requirements with more than 5 years' track record		
2.	Expertise and experience in stakeholder management based on the record of events and company profile	5	15	25	30	30	
		Has no experience in convening scientific events	Has experience in convening scientific events but with limited stakeholders	Has some experience in convening scientific events with multiple stakeholders	Has an established record of convening scientific events with multiple stakeholders		

3. Methodology and relevance of proposed work plan & how this meets specified SFSA requirements	5	10	15	20	20	
	Proposed work plan does not meet requirements	Proposed work plan does not address all aspects	Proposed work plan is relevant to a scientific event and meets requirements	Proposed work plan is relevant to a scientific event and exceeds requirements & adds value		
4. Capacity to deliver within the specified time frames using available existing resources is clear	5	10	15	20	20	
	Insufficient details furnished	Time frames meet expectation but resources not adequately demonstrated	Time frames meet expectation and suitable resources adequately demonstrated	Time frames meet expectation and highly qualified resources demonstrated		

### Threshold to Qualify for Financial Awarding Stage

Bidders scoring less than the minimum threshold of 80 points are marked as failed and are not eligible to be considered in the next stage of evaluation, which is Price and BEE

## 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 and the DST appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
3. **Contract Communication**
  - 3.1. The NRF communicates all communications in writing as well as through email.
  - 3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
  - 3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.
4. **Communicating “As and When” in terms of the specific contract clauses**
  - 4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;
  - 4.2. Where specific procurement items as specified in the contract are required, the NRF issues a

purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

- 4.3.1. Purchase Order Number
- 4.3.2. Contract Number
- 4.3.3. Quantity
- 4.3.4. Proper description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;
- 4.3.5. Catalogue number if applicable;
- 4.3.6. Unit price per this contract;
- 4.3.7. Delivery Date;
- 4.3.8. Business unit code; and
- 4.3.9. The specific delivery site.

**5. Performance Management**

5.1. The NRF and DST reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

5.2. The NRF and DST measures performance throughout the contract life. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.

5.3. The NRF and DST will conduct a full annual review of the event to determine with the contract will be continued for the next year.

<b>PERFORMANCE LEVELS</b>		
<b>Service being Measured</b>	<b>Measurement</b>	<b>Minimum level</b>
Complete all tasks indicated as per the project plan	Steering Committee checklist at meetings	All tasks completed
Meeting deadlines as per the project plan	Steering Committee checklist at meetings	All deadlines met
Overall professionalism of successful bidder representatives	Annual review based on stakeholder satisfaction reports	To exceed stakeholder requirements as per feedback received
Overall success of the event	Annual review based on stakeholder satisfaction reports	To exceed stakeholder requirements as per feedback received

**6. Copyright and intellectual property rights** to all documentation, reports etc. that emanate from this assignment will vest with the NRF.

**7. Payment for air travel, hotel and accommodation costs** will be paid by the appointed travel agents of the NRF. **(Rates according to National Treasury and NRF policies)** Payment for air travel will be restricted to economy class travel for the purposes of traveling required for the project.

**8. Penalties for poor performance :** As per paragraph 22 of the GCC the NRF will apply the following penalties

***Incomplete tasks per project plan*** – 10% of fees for the incomplete task as determined by the Steering and Organising Committee

**Failure to meet deadlines** – 1% of fees for each day over the deadline date as determined by the Steering and Organising Committee

**APPOINTED SERVICE PROVIDER (SUCCESSFUL BIDDER)**

**1. Managing the Contract**

1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

**2. Contract Manager**

2.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.

2.2. The contracted party undertakes to ensure that the contract manager will be maintained for the full period of the contract. Should the contract manager be changed the NRF will be notified in writing.

**3. Communication**

3.1. The contracted party communicates in writing and through email.

3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.

**4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)**

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

5. The Successful bidder undertakes to act as an independent contractor in respect of the work, and will work closely with the Project Manager responsible for the project in the NRF.

6. The Successful bidder undertakes to attend meetings when required by the Project Manager for the purposes of obtaining information or advice with regards to the work and assignments or any matters arising from or in connection herewith.

7. The Successful bidder will be responsible for its own computers and technical literature to adequately perform all the functions.

8. The Successful bidder must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards.

9. The Successful bidder must in all professional matters act as a faithful advisor to the NRF, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted.

10. All information availed to the Successful bidder in the course of the project must be deemed confidential and will remain the property of the NRF

11. The Successful bidder will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by the NRF strictly confidential.

12. The Successful bidder must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment.

13. Any information gathered during the conduct of the assignment is the property of the NRF and may not be distributed without prior written approval of the NRF

14. The Successful bidder will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered.
15. The Successful bidder must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.
16. A full review of each Annual Forum will be conducted within 60 days of the close of the event and the extension of the appointment for the next event will be confirmed. The NRF and DST will conduct a performance review as indicated under performance management above, which will include feedback sought from selected stakeholders after the event. **The final performance of the successful bidder will be evaluated against the following criteria each year:**

	Not acceptable	Meets requirements	Meets requirements and adds value
<b>Ministerial satisfaction</b>	<b>10</b>	<b>23</b>	<b>30</b>
<b>Stakeholder Feedback Panel</b>	<b>10</b>	<b>23</b>	<b>30</b>
<b>Budgeting Compliance</b>	<b>10</b>	<b>23</b>	<b>30</b>
<b>Overall Innovation</b>	<b>4</b>	<b>7</b>	<b>10</b>
<b>Minimum threshold score of 80 to achieve re-appointment for the next SFSA</b>			

17. **Copyright and intellectual property rights** to all documentation, reports etc. that emanate from this assignment will vest with the NRF.
18. **Payment for air travel, hotel and accommodation costs** will be paid by the appointed travel agents of the NRF. **(Rates according to National Treasury and NRF policies)** Payment for air travel will be restricted to economy class travel for the purposes of traveling required for the project.
19. Proposed key staff members of the successful bidders must participate actively and be available to perform services in accordance with this bid. In instances where a proposed key staff member is not available to perform services at a specific period in time, the bidder will be responsible to provide a replacement with similar qualifications and experience in order to guarantee the same standard of work to the NRF. Each team member's role must be clearly outlined in the project plan.
20. A Project plan detailing the tasks, activities and target dates for the work to be undertaken is submitted to the NRF within 10 working days after appointment of the successful Service Provider. Each team member's role must be clearly outlined in the project plan. The project plan is updated after each Steering Committee meeting.
21. The successful bidder would be required to plan, coordinate and manage the event in its entirety and give full reports to the NRF on a weekly basis.
22. A final report should be handed over to the NRF and DST within six weeks of the conclusion of the event. The service provider will be responsible for ensuring that the event is delivered professionally and efficiently. They will also be required to provide the Steering Committee with a post event report that reconciles all the activities that they were responsible for, as well as a complete financial report detailing expenditure (and as required proof thereof). In addition, a comprehensive database of stakeholders is to be developed as part of the arrangement and hosting, and must be transferred (in writing and electronic form), to the NRF and DST at the end of the contracting period.

## PRICING DETAIL

### **PRICING SCHEDULE – FIRM PRICES (PURCHASES): STANDARD BIDDING DOCUMENT 3.1.**

**BID DESCRIPTION: APPOINTMENT OF A FIRM TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE ANNUAL SCIENCE FORUM SOUTH AFRICA HOSTED BY THE NATIONAL RESEARCH FOUNDATION AND THE DEPARTMENT OF SCIENCE AND TECHNOLOGY FOR A PERIOD OF 3 (THREE) YEARS**

Name of bidder.....	Bid number <b>NRF/RISA/IRC/2/2016</b>
Closing Time 11:00	Closing date <b>29 July 2016 at 11h00</b>

#### **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

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

No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded

The Bid price is provided in South African currency and any foreign exchange risk is for the account of the bidder.

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

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

#### **BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)**

<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Fee for Event planning Coordination and Management of the project (as per Specifications section A.)	
2	Fee for Stakeholder Management for the project (as per Specifications section B.)	
3	Design, development and printing costs (as per Specifications section C 1 - 7.)	
4	Photography Cost (as per Specifications section C 8.)	
5	Video-recording and multimedia Cost (as per	

	Specifications section C 9.)	
6	Fee for Venue liaison and Décor for the project (as per Specifications section D.)	
7	Fee for Venue liaison and Décor for the project (as per Specifications section D.)	
8	Fee for Protocol and Security liaison for the project (as per Specifications section E)	
9	Fee for Reporting, Debriefing and Annual Review (as per specifications section F)	
TOTAL PRICE – Year One (2016)		R
TOTAL PRICE – Year Two (2017) % Escalation: _____%		R
TOTAL PRICE – Year Three (2018) % Escalation: _____%		R
<b>TOTAL BID PRICE FOR THREE YEARS</b>		<b>R</b>
	Does the offer comply with the specification(s)?	YES / NO
	If not to specification, indicate deviation(s) in a separate attached schedule	



**PREFERENCE POINTS CLAIMED (SBD 6.1)**

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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.

PREFERENCE SYSTEM:	<b>90:10</b>
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Preference Points for this bid is awarded in accordance with the table below:

BBEE Status Level of Contributor per B-BBEE Certificate								
1	2	3	4	5	6	7	8	Non-Compliant
Points								
10	9	8	5	4	3	2	1	0

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The purchaser reserves the right to require 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.

A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, 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.

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

	<p>other remedy it may have –</p> <p>Disqualify the Bidder from the bidding process;</p> <p>Recover costs, losses or damages it has incurred or suffered as a result of that Bidder’s conduct;</p> <p>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;</p> <p>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 <i>audi alteram partem</i> (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and</p> <p>Forward the matter for criminal prosecution.</p>
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**DUE DILIGENCE REQUIREMENTS**

	<p><b>Contactable References</b></p> <p>The bidder is required to supply at least three (3) contactable references with their reference letters, as per the format under the Annexure section. 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.</p>
	<p><b>Written References from South African Revenue Services</b></p> <p>Bidder is required to provide evidence of good standing with their tax office (overseas and local).</p> <p>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.</p>

**Written References of Good Pricing Practices – SBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

	<p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:</p>
	<p>I have read and I understand the contents of this Certificate;</p>
	<p>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</p>
	<p>I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;</p>
	<p>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;</p>
	<p>For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:</p> <p>a) Has been requested to submit a Bid in response to this Bid invitation;</p>

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

**Written References of Good Supply Practices: SBD8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES**

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	YES / NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES / NO
Was the Bidder or any of its directors convicted by a	YES / NO

<p>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>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>	

**Written References of Independence from Government in this Procurement: SBD4 - DECLARATION OF INTEREST**

	<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 style="padding-left: 40px;">The Bidder is employed by the State; and/or</p> <p style="padding-left: 40px;">The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.</p>
<p>In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:</p>	
	<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>

	Registration number of company, enterprise, close corporation, partnership agreement
	Tax Reference Number:
	VAT Registration Number:
	The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule	YES / NO
	Name of person/ director/ trustee/ shareholder/member:
	Name of state institution at which you or the person connected to the Bidder is employed
	Position occupied in the state institution
	Any other particulars:
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
	If Yes, did you attach proof of such authority to the Bid document?
	If No, furnish reasons for non-submission of such proof as an attached schedule
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous	YES / NO

	twelve months?	
	If so, furnish particulars as an attached schedule:	
	Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
	If so, furnish particulars as an attached schedule.	
	Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
	If so, furnish particulars as an attached schedule:	

**GCC - CONDITIONS OF CONTRACT - JULY 2010**

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as “will/should” mean “must”.

The 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.

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 any thing 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>
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- 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.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 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.
- 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.
- 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.
- 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 bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 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.
- 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.
- 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.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.



	<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>
GCC2	<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> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<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>
GCC4	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<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</p>

	<p>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>
GCC6	<b>6. Patent rights</b>
	<p>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.</p>
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>
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</p>

	<p>contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</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>
GCC9	<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>
GCC10	<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>
GCC11	<b>11. Insurance</b>
	<p>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</p>

	delivery in the manner specified in the SCC.
GCC1 2	<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.
GCC1 3	<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>
GCC1 4	<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>

GCC1 5	<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>												
GCC1 6	<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 fulfillment 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> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>												
GCC1 6 SCC	<p>All payments are approved by the Steering Committee, to enable the supplier to meet the activities as per the work plan. Schedule of payments is as follows:</p> <table border="1" data-bbox="325 1803 1428 2042"> <thead> <tr> <th data-bbox="325 1803 911 1877"><b>Payment terms:</b></th> <th data-bbox="911 1803 1161 1877">Year 1</th> <th data-bbox="1161 1803 1294 1877">Year 2</th> <th data-bbox="1294 1803 1428 1877">Year 3</th> </tr> </thead> <tbody> <tr> <td data-bbox="325 1877 911 1962">First annual payment is due on signing of contract</td> <td data-bbox="911 1877 1161 1962">30%</td> <td data-bbox="1161 1877 1294 1962">n/a</td> <td data-bbox="1294 1877 1428 1962">n/a</td> </tr> <tr> <td data-bbox="325 1962 911 2042">First annual payment subsequent to successful annual review – 6 full calendar</td> <td data-bbox="911 1962 1161 2042">n/a</td> <td data-bbox="1161 1962 1294 2042">30%</td> <td data-bbox="1294 1962 1428 2042">30%</td> </tr> </tbody> </table>	<b>Payment terms:</b>	Year 1	Year 2	Year 3	First annual payment is due on signing of contract	30%	n/a	n/a	First annual payment subsequent to successful annual review – 6 full calendar	n/a	30%	30%
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<b>GCC1 6 SCC</b>	<p>Method and conditions of payment are as follows:</p> <p>The NRF only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p> <p>No invoices for outstanding goods or services.</p>												
<b>GCC1 7</b>	<b>17. Prices</b>												
	<p>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.</p>												
<b>GCC1 8</b>	<b>18. Contract amendment</b>												
	<p>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.</p>												
<b>GCC1 9</b>	<b>19. Assignment</b>												
	<p>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.</p>												
<b>GCC2 0</b>	<b>20. Subcontract</b>												
	<p>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</p>												

GCC2 1	<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>
GCC2 2	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
	22.2. Refer to page 20 point 8 regarding penalties
GCC2 3	<b>23. Termination for default</b>

- 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:
- 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 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.
- 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 terminated.
- 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.
- 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.
- 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.
- 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 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.
GCC2 4	<b>24. Anti-dumping and countervailing duties</b>
	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
GCC2 5	<b>25. Force Majeure</b>
	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. 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.
GCC2 6	<b>26. Termination for insolvency</b>
	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.
GCC2 7	<b>27. Settlement of disputes</b>
	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

	<p>to resolve amicably such 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>
GCC2 8	<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>
GCC2 9	<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>
GCC3 0	<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>
GCC3 1	<b>31. Notices</b>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or</p>

	<p>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>
GCC3 2	<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>
GCC3 3	<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>
GCC3 4	<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>34.1. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

**NATIONAL RESEARCH FOUNDATION ANNEXURES**

**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>			
<b><u>Bid Description</u></b>			
Name of Bidder:			
Name of Referee:			
Describe the event for which the above bidder provided event management services:			
Criteria	Needed improvement	Met requirements	Exceeded requirements
Professionalism			
Customer/stakeholder centricity			
Interpersonal skills			
Turnaround times / Completion Times			
Satisfaction with quality of event			
Project Planning			

Overall Impression of bidder			
No. of times used in past 3 years		Would you use the provider again?	YES/NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			
Company Stamp:			

**BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT**

1	Proposal to Technical Specification
2	
3	
4	
5	

**BIDDERS DETAIL PRICE SCHEDULES**

1	Detailed SBD 3
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**BID SUBMISSION CERTIFICATE FORM - (SBD 1)**

	I hereby undertake to supply all or any of the goods, works and services described in this procurement invitation to the National Research Foundation in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by the National Research Foundation during the validity period indicated and calculated from the closing time of Procurement Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid (SBD1)	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 BBBEE 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	
<b>CONTRACT SIGNATURE TABLE (SBD7) TO BE ATTACHED</b>	