INVITATION TO BID (SBD 1)

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

| BID NUMBER: | NRF|SAASTA 02/2015-16 | CLOSING DATE: | 11 May 2015 | CLOSING TIME | 11:00 |

BID DESCRIPTION

APPOINTMENT OF SERVICE PROVIDERS TO OFFER TRAINING TO GRADUATES TILL MARCH 2017:
- Course A – Life Skills
- Course B – Entrepreneurship Skills

Bidders are required to fill in and sign the written offer form (SBD7 Contract Form – Part 1) at the end of this Invitation.

Preferential Procurement System applicable (points for price : points for procurement preference): 90:10

SUBMIT PROPOSALS EITHER PHYSICALLY OR BY COURIER

**Physical:**
Tender box situated at the gate of Didacta Building, 211 Nana Sita Street (former Skinner Street), Pretoria.

**Courier:** SAASTA
211 Nana Sita Street, Didacta Building, Pretoria, 0001.

The two envelope system applies – One envelope to contain proposal and second envelope to contain Bid Application and Pricing Schedule

ENVELOPE ADDRESSING:

- Bid Number and Description
- Bidder Details: -
  - Bidder Name
  - Postal Address,
  - Contact Name,
- Telephone Number and email address on the envelope
- Service providers are required to submit separate envelopes for pricing and technical proposals.
Bidders are required to deliver Bids to the correct address timeously. If the Bid is delivered late to the SAASTA address, it will not be considered.

All Bids must be submitted on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules.

This Bid is subject to the preferential procurement policy framework act and its 2011 regulations, the general conditions of contract (NRF website) and special conditions of contract as stipulated in this invitation.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE SHOULD BE DIRECTED TO:

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Lindie Muller (Supply Chain Management)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel:</td>
<td>012 392 9327</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:lindie@saasta.ac.za">lindie@saasta.ac.za</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Erna Taljaard (Technical)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel:</td>
<td>012 392 9300</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:etaljaard@saasta.ac.za">etaljaard@saasta.ac.za</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPRESENTED BY</td>
</tr>
<tr>
<td>POSTAL ADDRESS</td>
</tr>
<tr>
<td>PHYSICAL ADDRESS</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
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<tr>
<td>CELL PHONE NUMBER</td>
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<tr>
<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
</tr>
<tr>
<td>VAT REGISTRATION NUMBER</td>
</tr>
<tr>
<td>COMPANY REGISTRATION NUMBER</td>
</tr>
</tbody>
</table>
DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:

<table>
<thead>
<tr>
<th>TYPE OF COMPANY/FIRM [Tick applicable box]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnership/Joint Venture/Consortium</td>
</tr>
<tr>
<td>Close Corporation</td>
</tr>
<tr>
<td>(Pty) Limited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY CLASSIFICATION [Tick applicable box]</th>
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</thead>
<tbody>
<tr>
<td>Manufacturer</td>
</tr>
<tr>
<td>Professional Service Provider</td>
</tr>
</tbody>
</table>

Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]  
Yes ☐ No ☐

N.B: Proposal will not be finalised if a valid original tax clearance certificate has not been submitted.

Has a Preference Claim form claiming your Preference Points (SBD6.1) been submitted?  
[Tick Applicable Box]  
Yes ☐ No ☐

(a B-BBEE status level verification certificate must support preference points claimed)

If Yes, who was the B-BBEE certificate issued by? [Tick Applicable Box]  
An accounting officer as contemplated in the Close Corporation Act (CCA) ☐  
A verification agency accredited by the South African Accreditation System (SANAS) ☐  
A registered auditor ☐

Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof. [Tick Applicable Box]  
Yes ☐ No ☐

Is the Bid Pack split into “Technical” and “Awarding” sections? [Tick Applicable Box]  
Yes ☐ No ☐

Are certified copies of Certificate of Incorporation (as per entity type) enclosed? [Tick Applicable Box]  
Yes ☐ No ☐
1 **Background to the National Research Foundation and (NRF)**

The National Research Foundation ("NRF") is a juristic person established in terms of Section 2 of the National Research Foundation Act, Act 23 of 1998 and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

2 **Background to the South African Agency for Science and Technology Advancement (SAASTA)**

The South African Agency for Science and Technology (SAASTA) is a business unit of the National Research Foundation (NRF) with the mandate to advance public awareness, appreciation and engagement of science, engineering and technology (SET) in South Africa.

3 **Background to the National Youth Service Programme (NYS)**

The Department of Science and Technology (DST) is implementing the National Youth Service (NYS) Programme through NRF/SAASTA. The NYS Programme is an initiative to utilise youth potential in service delivery as well as contribute towards youth development for effective participation in the mainstream economy. The Programme provides young South Africans with opportunities to serve their communities; learn from their duties; attend offered training programs and gain work experience.

DST, through NRF/SAASTA, places young Science, Engineering and Technology (SET) graduates between the ages of 18 and 35, as graduates in the NYS Programme for a period of 12 months. Graduates are placed in SET organizations which implement activities that enhance the DST’s Youth into Science Strategy. These organisations are located in all the provinces. The majority of these graduates (more than 95%) have entered the work place and the work environment for the first time through participation in this Programme. Training, therefore, forms an integral part of the DST NYS Programme. The terms of reference are thus based on the training aspect of the DST NYS Programme.

4 **Scope**

The overall objective is to appoint a service provider(s) to offer training courses on Entrepreneurship Skills and Life Skills to Graduates in the NYS programme. Logistical arrangements and administration for graduates to attend the training course will remain the responsibility of NRF/SAASTA for the duration of the training.

Currently volunteers have been placed in fifty eight (58) host institutions across the nine provinces. The average number of volunteers per annum on the system of the programme at SAASTA is approximately 300. As part of the programme volunteers are exposed to various formal and informal training courses, some accredited by relevant accreditation bodies and some not. The choice of training courses depend on the needs of volunteers which is established through questionnaires and the need of the market for employability. The choice of courses and the depth and breadth thereof also depends on the funds available for the two year period. The following courses have been identified for the following years 2015-2017 ending 31 March 2017.
(i) Life Skills
(ii) Entrepreneurship skills

Both courses will be offered to groups of 20-25 graduates in the following provinces from the date of appointment to 31 March 2017. The number of times will depend on the number of volunteers in the programme to make up a group of 20 – 25:

- Limpopo
- Mpumalanga
- Gauteng
- KZN
- Western Cape
- Eastern Cape

Contract with the appointed service providers will be renewed on yearly bases depending on the availability of funds.

5 Structure of courses to be offered

Courses offered should be at the level of graduates.

5.1 Course A: Life Skills

Duration: 2 days

Content: -

- Negotiation and communication skills from a personal perspective, i.e. How to communicate effectively face-to-face, through email or via the phone
- Problems solving, i.e. How to think out of the box and pinpoint the root cause of a problem and how to prioritise problems and apply steps to solve them.
- Emotional intelligence, i.e. what is emotional intelligence and why it is important in a working environment.
- Office etiquette – the appropriate use of the office email, telephone, internet and social media.
- Personal time management, i.e. identify personal time wasting habits, how to stop procrastination and avoid distractions. How to avoid lack of focus and be more organized
- Personal financial management. Basic financial terminology and budgeting.
- Interview skills, i.e. CV writing tips and how to prepare for an interview.
- How to build a professional relationship in the workplace, i.e. how to communicate for a good impression, credibility and how to network.

And / Or

5.2 Course B: Entrepreneurship Skills (entry level / basic)

Duration: 4 days

Content: -

- What does it mean to be an entrepreneur?
- Innovation skills, creativity and self-employment skills
- Profiling successful entrepreneurs
- Types of businesses
Marketing
- Basic business finance, financial planning and applicable taxes for a small business
- Funding options
- Basic business time management
- Negotiating skills (from a business perspective)
- Problem solving skills
- Intellectual property protection, how to register your patent and other legal elements i.e. contracts and agreements
- Entrepreneurial opportunities in Science, Engineering and Technology (SET)
- Case studies focusing on SET (real life experiences)
- Facilitate a brainstorming session re possible opportunities within the SET fields taking into consideration all the different qualifications represented in a session. This is to be done on the last day of the training session for at least two hours.

6 Specifications

(Please attach your detailed response as a separate schedule to this bid invitation when submitting):

6.1 Bidders can bid on either Course A (Life Skills) or Course B (Entrepreneurship Skills) or both. If bidding for both courses, two separate, course specific, proposals and budgets will be required.

6.2 The two separate bids should be completed as the Bid Evaluation Committee (BEC) will evaluate each bid as complete without making reference to any other bid.

6.3 Bidders are required to submit a company profile detailing their experience in the field related to the course they are bidding for (maximum of 10 pages). The BEC will only read the first 10 pages.

6.4 Course provided by bidder should be registered/accredited with one of the following bodies (proof of registration/accreditation should be attached)

   - Sector Education and Training Authority (SETA)
   - South African Qualifications Authority (SAQA)
   - Quality Council for Trade and Occupation (QCTO).

6.5 Bidders (Company) must have at least 3 years’ experience in the training business.

6.6 Bidders must supply at least three contactable references with contact details.

6.7 Bidders must supply detailed Curriculum Vitae with qualifications and experience of the proposed facilitators.

6.8 Bidders must be willing to provide training in provinces as listed in paragraph 4.

6.9 Bidders are required to provide the course and module/s outlines and content.

6.10 Bidders are required to provide a copy either in hardcopy or softcopy of course material and content to NRF/SAASTA for vetting as part of the proposal i.e. the content of the course should be relevant for graduate. The IP will remain that of the bidder.

6.11 Bidders might be required to attend an interview or make a presentation if shortlisted. Should this be required, any compilation of presentation material or travel to attend said interview at NRF/SAASTA Pretoria, will be at bidders own cost.
6.12 Bidders will be required to submit their proposals by utilising the two envelope system as stipulated below:

<table>
<thead>
<tr>
<th>Envelope 1 (Technical) – One (1) original and five (5) copies as follows –</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Profile (including references from entities or organisations that the bidder previously provided services to)</td>
</tr>
<tr>
<td>Proof of Registration/Accreditation (SETA / SAQA / Quality Council for Trade and Occupation)</td>
</tr>
<tr>
<td>Proposal including the following:</td>
</tr>
<tr>
<td>- Course Outline and content of modules</td>
</tr>
<tr>
<td>- Facilitator Curriculum Vitae and Qualifications</td>
</tr>
<tr>
<td>Course material (hard or softcopies)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Envelope 2 (Pricing) – One original</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed Bid Pack (this document)</td>
</tr>
<tr>
<td>Completed Pricing Schedule</td>
</tr>
<tr>
<td>Tax Clearance Certificate</td>
</tr>
<tr>
<td>BBBEE Certificate</td>
</tr>
</tbody>
</table>

7  **Expected Deliverables**

7.1 Course materials should consist of reference guides / learning aides that have been compiled in an easily understandable manner for the level of these graduates. The course material/manuals will become the property of the delegates upon completion of the course.

7.2 All graduates participating in the NYS programme will attend both courses as approved by NF/SAASTA.

7.3 Class capacity will remain between 20 and 25 delegates per session.

7.4 All logistics and administration of training sessions will remain the responsibility of SAASTA for both the delegates as well as the facilitator/s. This means that SAASTA will make the following arrangements:

   - Venue and catering bookings
   - All travel and accommodation bookings, including car hire and shuttles where necessary

7.5 All facilitators are required to be in possession of a valid drivers’ license should road travel be required. In such a case the facilitator will be expected to submit proof thereof.

7.6 The medium of facilitation will be English.

7.7 A NRF/SAASTA representative will be allowed to monitor and evaluate the effectiveness and impact of the training programme.

7.8 Certificates of completion issued to delegates should bear the relevant accreditation mark.

7.9 Certificates issued to delegates will be made available to NRF/SAASTA within two weeks after course completion. SAASTA will distribute the certificates to delegates.

7.10 Certificates issued will stipulate that the course was sponsored by the Department of Science and Technology and administered by NRF/SAASTA.

7.11 The narrative report will include feedback/evaluation on performance of each delegate completing the course.

7.12 Training by qualified facilitators

7.13 Provide all stationary, course content material (both soft copies and hard copies) for the duration of the course. This will become the property of the graduates (intellectual property remains that of the bidder).

7.14 Supply each delegate with his/her own set of course material for future reference purposes.
7.15 All course material will be presented and easily understandable by graduates with no formal working experience.

7.16 Training groups of between 20 and 25 graduates per session.

7.17 Training in the required provinces and at venues as identified by NRF/SAASTA.

7.18 Provide signed attendance registers of graduates after each session (register templates to be provided by NRF/SAASTA).

7.19 Provide a detailed narrative report per quarter to a total of four reports per annum. (template to be supplied by NRF/SAASTA). The deadline dates for submission will be communicated by NRF/SAASTA accordingly.

8 Services and corresponding performance levels

8.1 The successful bidder will work in collaboration with the NRF/SAASTA Science Education Unit as well as the NRF/SAASTA Monitoring and Evaluation Unit.

8.2 The successful bidder will be required to report any challenges or respond to any queries within 48 hours.

8.3 Penalties:

8.3.1 Penalties for non-delivery will apply as per the Treasury General Conditions and Contract.

8.3.2 If the service provider or facilitator cancel a session (for whatever reason) after all bookings have been made and paid, the service provider will be liable for all the expenses, including all cancelation penalty fees.

9 Local Content Requirements for Designated and Non-Designated Sectors

No local content has been specified for the products/services supplied in this contract other than the contracted suppliers being required to be based locally in South Africa.

10 Evidence of Supply Capability (Technical Merit)

Bidders are required to provide three (3) written and verifiable references from previous clients according to the criteria as indicated in the table below. Clients should be asked to use this given template: The reference should be provided on the letterhead of the organisation providing it.

Company Name:

Contact person:

Contact number:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Poor</th>
<th>Good</th>
<th>Above Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionalism</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interpersonal skills</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turn around/completion times</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfaction with the work done.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall Impression (i.e. would use again)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
11 Selection and Awarding of Contract

This Bid will be evaluated through a two-stage process.

Stage 1 – Selection of Qualified Bidders

- The Bidders’ Bid response/submission is evaluated against the Bid invitation specifications.
- Evaluation is made in accordance to published evaluation criteria and the scoring set.

Stage 2 – Awarding of the Contract

Bidders are compared on a fair and equal basis taking into account all aspects of the proposals.

The award criteria are:

- **Price** - with the lowest priced Bid **on an equal and fair comparison basis** receiving the highest price score as set out in the 2011 Preferential Procurement Regulations.
- **Preference** - preference points as claimed in the preference claim form are added to the price ranking scores and the highest combined score is nominated for the contract award.
- **Administration** - Contracts are awarded where Bidders have supplied the relevant administrative documentation, the SBD forms completed and signed, a valid and original the Tax Clearance Certificate.

12 Selection based on specifications, capabilities and capacities

As required by legislation the proposals submitted in response to the call for proposals follows the following process:

A Terms of Reference (ToR) is developed and approved for advertising which constitutes this document, i.e. the invitation to bid. Following the closure of the bid, all proposals are evaluated against the ToR as outlined in this document.

The set of criteria below is step 1 of the first stage of qualifying criteria. The bid should satisfy the “YES” on the sets of criteria to proceed to the second step of qualifying criteria. A “NO” equals elimination and the proposal will not be evaluated further.

MANDATORY REQUIREMENTS:

<table>
<thead>
<tr>
<th>NO.</th>
<th>ELEMENT</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Evidence of facilitators to be able to present in English. Formal matric qualification to include English as a subject or experience shows that they have previously presented in English</td>
<td>YES/NO</td>
</tr>
<tr>
<td>2</td>
<td>Courses structure and content include all specification as illustrated in Paragraph 5.1 &amp; 5.2</td>
<td>YES/NO</td>
</tr>
<tr>
<td>3</td>
<td>The proposal include the company profile</td>
<td>YES/NO</td>
</tr>
<tr>
<td>4</td>
<td>The bidder has at least three years relevant experience</td>
<td>YES/NO</td>
</tr>
<tr>
<td>5</td>
<td>The bidder has provided CVs of facilitators with relevant qualifications and experience</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>
Qualifying threshold for functional evaluation (step 2): Proposals scoring less than the **minimum threshold of 75%** will not be awarded.

<table>
<thead>
<tr>
<th>NO.</th>
<th>ELEMENT</th>
<th>WEIGHTING</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ACTIVITIES PROPOSED</td>
<td>100</td>
<td>0</td>
</tr>
<tr>
<td>1.</td>
<td>Course content</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Cover all specifications as indicated in paragraph 5.1 and 5.2 with enough depth and breadth for the duration given.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Cover all specifications and additional topics with enough depth and breadth for the duration given.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Quality of resources</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Resources written in a language that can be understood by the graduates and addressing all specifications (Note: Majority of those graduates, English is their 2\textsuperscript{nd}/3\textsuperscript{rd} language)</td>
<td>20</td>
<td></td>
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<tr>
<td>3.</td>
<td>Capacity to deliver</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Only one facilitator available per course to present</td>
<td>15</td>
<td></td>
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<tr>
<td>3.2</td>
<td>Two or more available facilitators to present the course</td>
<td>20</td>
<td></td>
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<tr>
<td>4.</td>
<td>Qualifications and experience of facilitators</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>All facilitators have a degree/diploma with no relevant experience</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>All facilitators have a degree/diploma with at least 3 years ‘relevant experience</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>
4.3 All facilitators have a degree/diploma with more than 3 years’ relevant experience

5. **Company profile**

5.1 3 years training experience in similar courses

5.2 3 years training experience in the same courses

5.3 More than 3 years training experience in the same courses

Contactable references

<table>
<thead>
<tr>
<th>Criteria</th>
<th>(Score= 1) Poor</th>
<th>(Score = 2) Good</th>
<th>(Score=3) Above Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionalism</td>
<td></td>
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<tr>
<td>Overall impression (i.e. would use again)</td>
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</tr>
</tbody>
</table>

Minimum score = 5 x 1 = 5

Maximum score = 5 x 3 = 15

Final score = Score achieved x 1.125

An acceptable proposal should score all criteria ‘good’ (score 2) with final score of

\[
\frac{5 \times 2}{15} \times 1.125 = 75\%.
\]

13 **Contract Management**

The award of this contract to the selected supply provider establishes the contract between the NRF and the appointed supply provider.

The contract is inclusive of potential downstream work as specified in this document where the nature and quantity of supplies/services are not determinable at the commencement of this contract and variable delivered quantity where the exact supplies are specified at the commencement of this contract except for quantities and date of delivery.

Such potential downstream supplies/services follows the process of a detailed quotation of the supply required, evaluation of
the supply quotation received and, where necessary, request either further detail or negotiate upon value of supply quoted and the issue of an official Purchase Order for the agreed supply prior to the commencement of such supply.

Variable delivered supply follows the process of issuing a detailed official Purchase Order specifying the exact description including catalogue numbers and unit pricing as in this contract as well as the quantity, date of the required delivery and location of the delivery. Variable delivered supply generates a stream of “call off” instructions as and when the NRF requires the contracted supplies.

14 Contract Period

The contract will commence with immediate effect upon the signing of the Acceptance of Written Offer and will continue until 31 March 2017. NRF/SAASTA reserves the right to extend the contract, pending available funding and satisfaction with service delivery.

15 Supply Delivery Validation

The certificate and the related report of delivery/installation/progress milestone/commissioning will be validated by a NRF representative prior to payment of final invoices.

16 Payment Intervals

The NRF undertakes to pay delivery validated invoices in full within thirty (30) days from the monthly statement date or upon agreed payment intervals as accepted in this contract.

No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider will be validated for payment. The NRF does not accept predating of invoices.

17 Pricing Schedule for the Duration of the Contract
(Standard Bidding Document 3.1 and 3.3)

Please note the following:

1 Please indicate the % escalation where required for the next 2 years

2 The price stipulated below is to include all relevant costs including Value Added Tax (VAT)

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costing per Delegate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitation Fee</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Course Material</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Certificate</td>
<td>R</td>
<td>R</td>
</tr>
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<td>R</td>
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<td></td>
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<tr>
<td>Total:</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**Total for 2 Year Period**

| NAME (PRINT) |  |  |
| CAPACITY |  |  |
| SIGNATURE |  |  |
| NAME OF FIRM |  |  |
| DATE |  |  |

**WITNESSES**
1
2
Date

**NOTE**
Only firm prices will be accepted. The price quoted is fully inclusive of all costs and taxes. No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

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

Bid price in South African currency, foreign exchange risk is for the account of the Bidder.

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

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

**BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>QUANTITY (unit of measure)</th>
<th>DESCRIPTION OF SUPPLIES</th>
<th>RATE/UNIT PRICE (per unit of measure)</th>
<th>BID/QUOTE PRICE</th>
</tr>
</thead>
</table>

13
### Synopsis of the Pricing Schedule

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pricing for 2015/2016</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pricing for 2016/2017 (based on assumption of 250 delegates)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>Level</th>
<th>Preference Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Per SBD 6.1 below)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Are detailed price schedules attached?** Yes [ ] No [ ]

**Does the offer comply with the specification(s)?** Yes [ ] No [ ]

If the offer does not comply to specification, indicate deviation(s) in a separate attached schedule.

---

### 18 PREFERENCE POINTS CLAIM FORM (STANDARD BIDDING DOCUMENT 6.1)

#### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
**B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE**

B-BBEE Status Level of Contribution: __________________ / __________________ = __________________
(maximum of 10 or 20 points)

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

**SUB-CONTRACTING**

Will any portion of the contract be sub-contracted? Yes ☐ No ☐

If Yes, indicate:

(i) What percentage of the contract will be subcontracted? %

(ii) The name of the sub-contractor?

(iii) The B-BBEE status level of the sub-contractor?

(iv) Whether the sub-contractor is an EME? Yes ☐ No ☐

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

i. The information furnished is true and correct;

ii. The preference points claimed are in accordance with the General Conditions as indicated in Paragraph 1 of this form.

iii. In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

   a) Disqualify the Bidder from the bidding process;

   b) Recover costs, losses or damages it has incurred or suffered as a result of that Bidder’s conduct;

   c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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

vi. A Bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Bidder concerned, unless the contract
is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

19  **Special Conditions of Contract**

19.1 NRF/SAASTA reserves the right to extend the contract beyond March 2017.

NRF/ SAASTA reserves the right to decide on the final number of courses to be done (time and budget allowing).

NRF/SAASTA reserves the right to determine the sequence of the courses in collaboration with the successful bidder

NRF/SAASTA reserves the right to have any documentation submitted by the bidders inspected by another technical body or organization.

NRF/SAASTA and/or DST staff reserves the right to attend and monitor any of the facilitated courses at its discretion.

NRF/SAASTA reserves the right to request interviews/presentations/pitching sessions with short-listed bidders before the final selection is done.

NRF/SAASTA is not liable for any cost incurred by a service provider in the process of responding to this bid.

NRF/SAASTA has the right to withdraw and cancel the bid.

NRF/SAASTA will not consider any late bids

Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid concerned.

The successful bidder is informed through a written letter of acceptance as well as an official approved order form.

20  **The NRF’s Conditions of Contract**

20.1  **NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT**

(i) General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are made available on the NRF Website (www.nrf.ac.za. Click on “Bids” and select “Call for Bids”).

(ii) The Conditions of Contract stipulated in this Bid invitation form part of the Conditions of Contract applying to this document.

**BID RESPONSE PREPARATION COSTS**

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

**CANCELLATION PRIOR TO AWARDING**

(i) The NRF has the right to withdraw and cancel the Bid.

**LATE BIDS**

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

**COLLUSION, FRAUD AND CORRUPTION**

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

**CONFIDENTIALITY**

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

**VALIDITY PERIOD**

(ii) The Bid has a validity period of 150 days from date of closure of the Bid.

**VALIDATION OF SUBMITTED DOCUMENTATION**
The NRF has the right to have any documentation submitted by the Bidders inspected by another technical body or organization.

PRESENTATIONS AND PROOF OF CONCEPT

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

INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

All the information contained in this document is intended 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.

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

INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

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

21 SUPPLIER DUE DILIGENCE

DECLARATION OF INTEREST (STANDARD BIDDING DOCUMENT 4)

Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Bidder is employed by the State; and/or
- The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/ person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid.

Full Name of Bidder or his/her representative:

Identity Number:

Position occupied in the Company (director, trustee, shareholder², member):

Registration number of company, enterprise, close corporation, partnership agreement or trust:

Tax Reference Number:
VAT Registration Number:

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

Yes ☐ No ☐

Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule:

Yes ☐ No ☐

Name of person/director/trustee/shareholder/member:

Name of state institution at which you or the person connected to the Bidder is employed

Position occupied in the state institution

Any other particulars:

If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule

Yes ☐ No ☐

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

Did you or your spouse or any of the company’s directors/trustees/shareholders/members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:

Yes ☐ No ☐

Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule.

Yes ☐ No ☐

Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule:

Yes ☐ No ☐

Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (STANDARD BIDDING DOCUMENT 8)

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

CERTIFICATE OF INDEPENDENT BID DETERMINATION (STANDARD BIDDING DOCUMENT 9)

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

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

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

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

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

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

a) Has been requested to submit a Bid in response to this Bid invitation;

b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

a) Prices;

b) Geographical area where product or service will be rendered (market allocation);

c) Methods, factors or formulas used to calculate prices;

d) The intention or decision to submit or not to submit, a Bid;

e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or

f) Bidding with the intention not to win the Bid.

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

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

22 CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES (STANDARD BIDDING DOCUMENT 7)

PART 1 – WRITTEN OFFER (To Be Filled In By the Bidder)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the NATIONAL RESEARCH FOUNDATION in accordance with the requirements and specifications stipulated in this Bid document at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of Bid.

The following documents shall be deemed to form and be read and construed as part of this agreement even where integrated in this document:
Invitation to Bid (SBD1)  
Technical Specification(s);

Bidder’s responses to technical specifications, capability requirements and capacity as attached to this document

Pricing Schedule(s) (SBD3);  
Tax Clearance Certificate

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1);

Declaration of Interest (SBD4);  
Declaration of Bidder’s past SCM practices (SBD8);

Certificate of Independent Bid Determination (SBD9)  
General Conditions of Contract

I confirm that I have satisfied myself as to the correctness and validity of my Bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; 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 under this agreement as the principal liable for the due fulfilment of this contract.

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 the declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that the state including 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 contract.

<table>
<thead>
<tr>
<th>NAME (PRINT)</th>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPACITY</td>
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<td>SIGNATURE</td>
<td>2</td>
</tr>
<tr>
<td>NAME OF FIRM</td>
<td>Date</td>
</tr>
<tr>
<td>DATE</td>
<td></td>
</tr>
</tbody>
</table>

23  PART 2 – ACCEPTANCE OF WRITTEN OFFER

The National Research Foundation acceptance of this written offer is authorised by a duly delegated official of the NRF and is communicated through either a written Letter of Award or, dependent on the complexity, a written purchase order and such proof of authority is available upon request.
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the proposalding documents for the receipt of proposals.

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.

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

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.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

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 service provider, and includes collusive practice among service providers (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive the service provider of the benefits of free and open competition.


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 proposalding 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 proposal will be manufactured.

1.17. “Local content” means that portion of the proposalding 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 proposalding documents.

1.21. “Purchaser” means the organization purchasing the goods.

1.22. “Republic” means the Republic of South Africa.

1.23. “SCC” means the Special Conditions of Contract.

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.

1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. **Application**

2.1. These general conditions are applicable to all proposals, contracts and orders including proposals for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the proposalding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. **General**

3.1. Unless otherwise indicated in the proposalding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a proposal. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to proposal are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. **Standards**

4.1. The goods supplied shall conform to the standards mentioned in the proposalding documents and specifications.

5. **Use of contract documents and information; inspection**

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.

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.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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.

6. **Patent rights**

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.
7. **Performance security**

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful service provider shall furnish to the purchaser the performance security of the amount specified in the SCC.

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.

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:

(a) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the proposaling documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

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.

8. **Inspections, tests and analyses**

8.1. All pre-proposaling testing will be for the account of the service provider.

8.2. If it is a proposal 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 service provider 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.

8.3. If there are no inspection requirements indicated in the proposaling 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.

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.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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.

8.7. Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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.

9. Packing

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.

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.

10. Delivery and documents

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.

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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.

14. Spare parts

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:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty

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.

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.

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

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.

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.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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.

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.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC

17. Prices

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 proposal, with the exception of any price adjustments authorized in SCC or in the purchaser's request for id validity extension, as the case may be.

18. Contract amendments

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.
19. Assignment

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.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the proposal. Such notification, in the original proposal or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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.

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.

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.

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.

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.

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.

22. Penalties

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.
23. **Termination for default**

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:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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:

(a) the name and address of the supplier and / or person restricted by the purchaser;

(b) the date of commencement of the restriction

(c) the period of restriction; and

(d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
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.

24. **Anti-dumping and countervailing duties and rights**

24.1. When, after the date of proposal, 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

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.

26. **Termination for insolvency**

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.

27. **Settlement of disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
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.

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.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a proposal shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his proposal or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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.
32. Taxes and duties

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.

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.

32.3. No contract shall be concluded with any service provider whose tax matters are not in order. Prior to the award of a proposal the Department must be in possession of a tax clearance certificate, submitted by the service provider. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Program

33.1. 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.

34. Prohibition of restrictive practices

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 service provider (s) is / are or a contractor(s) was / were involved in collusive proposaling (or proposal rigging).

34.2. If a service provider(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.

34.3. If a service provider(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 proposal(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the service provider(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 service provider(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)