



**National  
Research  
Foundation**

## Invitation to Bid

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The NRF invites you to bid for the goods/services/works specified in this document

<b>BID NUMBER</b>	<b>NRF/CORP COMM/04/2022-23</b>
<b>Closing Date and Time</b>	<b>17 MAY 2022, 11:00AM</b>

### **BID DESCRIPTION**

APPOINTMENT OF A SERVICE PROVIDER FOR THE PRODUCTION OF NRF AWARDS AUDIO-VISUAL MATERIAL FOR THE PERIOD OF THREE (3) YEARS (2022-2024)

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# INVITATION TO BID (SBD 1)

<b>Bid Number</b>	NRF/CORP COMM/04/2022-23		
<b>Closing date and time</b>	17 May 2022 at 11:00am		
The NRF will close the tenders on the date and time as specified above and only accept electronic submissions received within its mailing system which reflect a date and time prior or equal to the above closing date and time.			
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>			
<p>The NRF seeks to appoint a service provider, for the production of Audio-Visual material used at the NRF Awards for three years starting in 2022.</p> <p>The appointed service provider will be expected, to produce all audio-visual material that will be used at the event. This includes, among others, all tasks that are part of the pre-production, production and post-production phases. Entailed in the expected services will include, among others, developing the relevant scripts, scheduling shoot days, acquiring voice over artists, overseeing the recording of voice overs, editing and providing the final product based on inputs from the NRF . The appointed service provider will be responsible for the sourcing of material, scheduling of shoots, travel and accommodation costs for shoots as well as recording at the actual event and time management.</p>			
<b>Bid response documents are deposited in the tender box situated physically at:</b>			
<p>Emailed PDF file name format is “Bid Number / Supplier Name” Refer <b>Annexure A</b> for guidance on electronic submissions.</p> <p>There is a 20Mb restriction on files. If files must be split, they must be numbered sequentially.</p>		<p><b>Addressed As Follows:</b></p> <p>Email submission to <a href="mailto:bids@nrf.ac.za">bids@nrf.ac.za</a></p> <p>Split files / documents into:</p> <ol style="list-style-type: none"> <li>1. Technical Proposal</li> <li>2. Financial Proposal / Pricing Schedule</li> </ol>	
<b>Number of ORIGINAL bid documents required for contract signing</b>			<b>1</b>
<b>TWO ENVELOPE SYSTEM</b>			<b>Yes</b>
<b>PRICE VALIDITY PERIOD FROM DATE OF CLOSURE</b>			120 days
<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to:</b>	
Section	Supply Chain Management	Section	NRF Organising Team
Contact person	Vuyelwa Vabaza	Contact person	Thabiso Nkone
E-mail address	Vuyelwa.Vabaza@nrf.ac.za	E-mail address	TJ.Nkone@nrf.ac.za

## SUPPLIER INFORMATION

**Name Of Bidder**

**Postal Address**

**Street Address**

**Telephone Number**

Code

Number

**Cell Phone Number**

Code

Number

**Facsimile Number**

Code

Number

**E-Mail Address**

**VAT Registration Number**

**Tax Compliance Status**

Tax Compliance System PIN

Central Supplier Database No.

MAAA

**B-BBEE Status Level Verification Certificate**

Tick Applicable Box.

Yes  No

**B-BBEE Status Level of a Sworn Affidavit**

Tick Applicable Box.

Yes  No

[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

## SUPPLIER INFORMATION

<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/ works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
Does the entity have a branch in the RSA? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
Does the entity have a permanent establishment in the RSA? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
Does the entity have any source of income in the RSA? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
Is the entity liable in the RSA for any form of taxation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.			

## BID SUBMISSION

1.1	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the bid document. Bid pages are bound to minimise risk of lost pages.
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.
1.4	The successful bidder will be required to complete and sign a written contract form (SBD 7.2).

## TAX COMPLIANCE REQUIREMENTS

2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status.
2.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
2.4	As an alternative, bidders may submit a valid, printed TCS certificate together with the bid.
2.5	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.
2.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD

	number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.
<b>ACKNOWLEDGEMENT OF READING EACH PAGE</b>	
The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.	
<b>CENTRAL SUPPLIER DATABASE REGISTRATION</b>	
The NRF requests bidders to register on the Central Supplier Database in order to enable the NRF to contract with them including the issue of purchase orders.	
<b>CLARIFICATION</b>	
If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.	
<b>RESPONSE PREPARATION COSTS</b>	
The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations and/or site inspections of selected venues.	
<b>TWO ENVELOPE SYSTEM</b>	
The NRF, in the interests of transparent procurement, utilises the two-envelope system to separate the price details (the second envelope) to minimise any form of price bias in the technical selection phase (the first envelope).	
<b>COLLUSION, FRAUD AND CORRUPTION</b>	
Any effort by Bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.	
<b>FRONTING</b>	
The NRF, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents and that no fronting is taking place. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential fronting. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may 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.	
<b>DISCLAIMERS</b>	

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

## GENERAL DEFINITIONS

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“**Contract**” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

“**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“**Market Price**” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

“**Functionality**” means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

“**Proof of B-BBEE status level of contributor**” means:

1. B-BBEE Status level certificate issued by an authorized body or person;
2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3. Any other requirement prescribed in terms of the B-BBEE Act.

“**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

## THE BIDDING SELECTION PROCESS

### Stage 1 – Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of technical evaluation

scoring and price ranking. The NRF may request from the bidder these documents during the period of evaluations, but must already be submitted and assessed by the time of making the final recommendation for contract award to the Bid Adjudication Committee.

### **Stage 2 – Evaluation of Bids against Technical Specifications**

Bidders achieving the minimum threshold or meets the exact specified requirements enter the Price/Preference scoring stage. The technical evaluation consists of the following steps:

#### **Stage 2A – Evaluation of Bids against Specifications including Quality (Desk top Review)**

The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set out in this document.

#### **Stage 2B – Short listed Bidders' Presentations (Optional)**

With the importance of the NRF Awards the NRF evaluation team may require the short-listed bidders to attend and present their proposal inclusive of their risk plan to mitigate reputational risks in this event.

#### **Stage 2C – Due Diligence Research**

The evaluation team conducts research of the recommended bidder's submission including the reference letters with external referees prior to making their recommendation.

### **Stage 3 – Verification of the Offered Prices**

The NRF evaluates each bidder's offered pricing at the costing level taking into account costed lines to verify coverage of the requested requirements and the offered prices are within the market range

### **Stage 4 – Price/Preference Ranking**

The NRF compares the offered pricing of each qualifying bidder on an equal comparison basis equitable to all bidders. The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

### **Stage 5 – Verifying Tax Compliance**

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have an arrangement with SARS.

### **Stage 6 – Award and Contract Signing**

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

### **Cancellation of the Bid prior to Award**

The NRF has the right to cancel the Bid Invitation prior to making an award.

## SBD 1 SIGNATURE

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**SIGNATURE OF BIDDER:**

**CAPACITY UNDER WHICH THIS BID IS SIGNED** (Proof of authority must be submitted e.g. company resolution)

**DATE:**

## BID CONTRACT

### INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, as amended establishes the National Research Foundation ("NRF") as a juristic person. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

The NRF receives its mandate from the National Research Foundation Act (Act No 23 of 1998, as amended). According to Section 3 of the Act, the object of the NRF is to contribute to national development by:

- Supporting, promoting and advancing Research and human capacity development through fund and the provision of the necessary research infrastructure, in order to facilitate the creation of knowledge, innovation and development in all fields of science and technology, including humanities, social sciences and indigenous knowledge;
- Developing, supporting and maintaining national research facilities;
- Supporting and promoting public awareness of, and engagement with, science; and
- Promoting the development and maintenance of the national science system and support of Government priorities.

Website: [www.nrf.ac.za](http://www.nrf.ac.za)

### INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID

Corporate Relations is a department of the NRF responsible for brand management and communication for the corporate brand. Functionally this entails media relations management, marketing (online & traditional) internal communication and corporate identity management and research communication.

## CONTEXT OF THIS PROCUREMENT

### **The audio-visual materials will be used at the NRF Awards function.**

The prestigious NRF Awards function is an annual celebration where South Africa's leading researchers are honoured for the excellence shown in their various fields of research. The function is hosted in different regions on a rotational basis, normally during the last week of August or the first week of September. The appointed service provider will be informed on a yearly basis in which regions the NRF Awards function will take place.

Each year researchers who have been evaluated by their peers through the formal NRF rating system are awarded specific NRF ratings. In addition to rating based awards, there are special awards which honour individuals who have made a significant contribution in research.

The following award categories are normally honoured at the NRF Awards function:

- A and P ratings
- Research Excellence Award for Next Generation Researchers (Six awards)
- Research Excellence Award for Early Career / Emerging Researchers (Six awards)
- Excellence in Science Engagement Award
- NRF Excelleration Award for Most Improved Research Performance
- NRF Research Facility Award (New and ad hoc)
- Champion of Research Capacity Development and Transformation at South African Higher Education Institutions

The NRF may, at its discretion, add an award or reduce the number of awards.

The appointed service provider will be expected to undertake all pre-production, production and post-production work, including, among others, developing the relevant scripts, scheduling shoot days, acquiring voice over artists and overseeing the recording of voice overs. The NRF will assist where it can, but the appointed service provider will be responsible for the sourcing of material, scheduling of shoots, travel and accommodation costs for shoots as well as recording at the actual event and time management.

### **THEME**

#### **2022 : International Year of Basic Science for Sustainable Development**

The 2022 theme is taken for the United Nation's declaration of 2020 as the "International Year of Basic Science for Sustainable Development. The resolution of the UN General Assembly is available here <https://undocs.org/en/A/76/L.12>

The theme changes every year and it is finalised in January of that year. The appointed service provider will be notified each year of the theme for that year.

## CONTRACT PERIOD

The contract period for this bid is three (3) years. The start date shall be a week after both parties have signed the SBD7 contract form to allow for planning and logistical arrangements.

## EXCLUSIONS FROM THIS CONTRACT

The appointed service provider will **NOT PROVIDE** the following:

- Is not expected to perform any tasks that relate to events management, as a separate tender will be

issued for events management services. However, the appointed service provider will be expected to liaise with the events management service provider so as to establish the audio visual technical specifications that their products will have to adhere to

## DETAILED SPECIFICATION

All the audio-visual material required must be based on a treatment developed by the service provider and approved by the NRF.

The appointed service provider will **PROVIDE** the following:

- i. A total of one five-minute video that will be screened at the beginning of the awards ceremony. The purpose of this video is to set the tone for the ceremony and to, in an engaging manner, introduce and explain the theme and the awards. The video must be based on a treatment that would have been
- ii. One three-minute video per recipient of the P-rating [final number to be confirmed each year - usually it is two recipients per year]. The video must, in an interesting manner, profile the recipient, highlighting his/her research area; what he/she finds appealing about the research area; the value of that research area and what he/she hopes to contribute through his/her The appointed service provider will be expected to deliver the following:
- iii. 15-second multimedia presentations/animation profiles for each recipient of the A-rating [final number to be reconfirmed].
- iv. 15-second multimedia presentations/animation profiles for each recipient of the
  - Excellence Award for Next Generation Researchers (Six awardees);
  - Excellence Award for Early Career/Emerging Researchers (Six awardees);
  - Excellence in Science Engagement Award (One awardee);
  - Excelleration Award (One awardee); and
  - National Research Facility Award (One awardee).
- v. A total of three, three-minute video profiles of the recipients of the
  - Champion of Research Capacity Development and Transformation;
  - Hamilton Naki Award; and
  - Science Team Award.
- vi. A total of one six-minute video profile of the Lifetime Achievement Award recipient.
- vii. A single 10 to 15-minute highlights video of the event.
- viii. A full video rendition of the event.

### SPECIAL CONDITIONS

#### 1. Tone and manner

The primary viewers of the audio-visuals will be the guests at the event. These guests will include government ministers and other senior officials, MECs, university vice-chancellors and deputy vice-chancellors, directors of research, business executives, leadership of science councils, and members of the diplomatic community.

Therefore, the tone of the audio/visual material produced must be cognisant of the profile of the guests. The tone

and manner of the productions should be highly professional; informative; celebratory; vibrant and hi-tech, but without being didactical or gimmicky. Through its tone and manner, the productions must be able to evoke a sense of prestige and achievement.

2. Timing

It is important for the bidder to note that the finalisation of the award recipients is normally completed by end of May each year. This leaves limited time for the production of the material required. Therefore, the bidder must be able to produce the quality required in such limited time.

To be considered for appointment, the bidder must submit all documents listed in the returnable documents section below:

**The NRF reserve the right to postpone the NRF awards or cancel the services, should a physical event not be possible due to circumstance beyond its control or change in business conditions**

<b>RETURNABLE DOCUMENTS CHECKLIST</b>			
Legislative/Technical Documents	Compliance		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder’s document
<b>Bidder Eligibility</b>			
Procurement Invitation (SBD 1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3 & 9
Bidder’s disclosure (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 22
Preference Points Claimed (SBD 6.1), signed and completed with a B-BBEE certificate or sworn affidavit.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 24
CSD Report reflecting legal details, registration numbers, details of directors, and tax status	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 4

(M – Mandatory); (O – Optional)	Mandatory/ Submitted	Reference to Bidder’s document
<b>Bid Eligibility</b>		

<b>(M – Mandatory); (O – Optional)</b>	<b>Mandatory/ Submitted</b>		<b>Reference to Bidder's document</b>
<p>A creative and technical treatment that details how the theme in going to be brought to life through the opening video. And how visual themes will be used to produce a cohesive look and feel that is supportive of the objectives of the awards. The treatment proposal, which should not exceed five pages, must describe the creative approach that will be taken for all the 2022 audio visual material so as to make them interesting and engaging. The treatment must include reference material – either pictures or videos- that showcase some of the ideas proposed</p> <p>As the themes for the years other than 2022 are not known, as yet, the bidder is expected to develop the treatment based on the 2022 theme.</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Provide three (3) case studies of similar work done within , at least , the past year detailing the brief received from the client, the creative proposal and the audio-visual products produced.</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Provide an account of the experience of the director who will be overseeing the production. The account must speak to the Director's experience in overseeing projects similar to the one contemplated in this call for bids</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Schedule listing the bidder's range of services</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Schedule listing the bidder's experience including any achievement awards</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Schedule of current and previous clients where work of a similar size has or is being conducted (within the last five years)</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>A showreel with highlights of bidder's work.</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Three (3) written references, with contact details for each client that the bidder has completed work within the last one to three years that meets the minimum threshold of "Meets requirements."</p>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Reference 1: From:</p>			
<p>Reference 2: From:</p>			
<p>Reference 3: From:</p>			

(M – Mandatory); (O – Optional)	Mandatory/ Submitted	Reference to Bidder's document	
<b>Pricing Documents</b>	<b>Compliance</b>		
Pricing (SBD 3.2) in this document completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 15

## ELIGIBILITY CRITERIA

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
		<b>Compliance</b>	<b>Go /No Go</b>
<b>Bidder Eligibility: Administration</b>			
1-4 Fully completed Procurement Invitation (SBD's) including all documents in the Bidder Eligibility section, and signed Bid Submission Certificate form.	M	<input type="checkbox"/> YES <input type="checkbox"/> NO  Page 3 -30	

(M – Mandatory); (O – Optional)	Mandatory/ Submitted	Reference to Bidder's document	
<b>Bidder Eligibility: Technical Criteria</b>			
5	A creative and technical treatment	M	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Provide three (3) case studies of similar work done within, at least, the past year.	M	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	Provide an account of the experience of the director who will be overseeing the production. The account must speak to the Director's experience in overseeing projects similar to the one contemplated in this call for bids	M	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Schedule listing the bidder's range of services	M	<input type="checkbox"/> YES <input type="checkbox"/> NO

(M – Mandatory); (O – Optional)		Mandatory/ Submitted		Reference to Bidder's document
9	Schedule listing the bidder's experience including any achievement awards	M	<input type="checkbox"/> YES <input type="checkbox"/> NO	
10	Schedule of current and previous clients where the work meets the specification	M	<input type="checkbox"/> YES <input type="checkbox"/> NO	
11	Three (3) written references that meets the minimum threshold of "Meets requirements"	M	<input type="checkbox"/> YES <input type="checkbox"/> NO	
12	A showreel with highlights of bidder's work.	M	<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Evaluation of Creative Approach Elements</b>		<b>Creative Approach Elements scoring 70 or higher on the creative approach evaluation meets requirements</b>		
<b>CREATIVE APPROACH ELEMENTS</b>			<b>WEIGHT</b>	<b>SCORE</b>
Creative proposal			50	
Quality of previous work and/or references			30	
Rating of the case studies and showreel			20	

## SBD 3.2: PRICING CONDITIONS AND DETAIL

1	<b><u>Pricing Schedule:</u></b> In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract.
2	<b><u>Price Adjustments:</u></b> Price adjustments and their corresponding rules for the managing price risks on the basis of the NRF and the contracted bidder sharing the risk equally.
3	<b><u>Ceiling Price Calculation:</u></b> The NRF provides bidding estimates to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection. Actual ceiling price is determined as the total value of purchase orders issued under this contract.
4	<b><u>Commitment to Contracted Event Management Services Provider:</u></b> The NRF, through the signed contract, guarantees its procurement of the event management services from the contracted party only.
5	<b><u>Commitment of funding to Purchase Orders issued in terms of the Contract:</u></b> The NRF, when issuing the written purchase order stipulating quantity, description, delivery date, and the unit price as set out in this contract, guarantees that the funding is available for the value of that purchase order.
6	<b><u>Price Delivery Points are:</u></b> See Execution/Delivery Conditions below
7	<b><u>Application of Preference Points:</u></b> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

**PRICING SCHEDULE**

#	QTY	DESCRIPTION/ (Reference to specific specification)	UOM	UNIT PRICE	TOTAL LINE PRICE EXCLUDING VAT
Year 1 (The event will take place in Cape Town)					
1	1	Opening video	Five-minute		
2	4	A video per recipient of the P-rating [final number to be confirmed each year]. For pricing purposes, work on four awardees, with one located in the Cape Town/ Stellenbosch area and another in the Johannesburg/Pretoria Area	Three-minute video		
3	20	Profiles for each recipient of the A-rating [final number to be reconfirmed. For pricing purposes work on 20 Awardees	15-second multimedia presentations/ animation		
4	1	A video profile of the Lifetime Achievement Award recipient. Assume the awardee is based in Cape Town	Six-minute video		
5	1	Highlights video of the event.	10 to 20-minute highlights video		
6	1	A full video rendition of the event.	Approximately 1h45min		
7	12	Profiles for each of the Excellence award recipient	15-second multimedia presentations/ animation profiles		
8	3	Video profiles of the recipients of: <ul style="list-style-type: none"> <li>• (Hamilton Naki Award, assume the awardee is based in Johannesburg/Pretoria</li> <li>• Champion of Research Capacity Development and Transformation. Assume awardee is base in Cape Town/ Stellenbosch; and</li> </ul>	Each video profile is to be three-minutes long  (3x3min videos)		

#	QTY	DESCRIPTION/ (Reference to specific specification)	UOM	UNIT PRICE	TOTAL LINE PRICE EXCLUDING VAT
		<ul style="list-style-type: none"> <li>Science Team Award. Assume the awardees are based in Johannesburg/ Pretoria[ do note that is not necessarily given out each year]</li> </ul>			
9	1	National Research Facility award profile	15-second multimedia presentations/ animation profiles		
Year 2 - (Make the same assumptions as in Year 1. Price on the assumption that the event will be held in Durban)					
1	1	Opening video	Five-minute		
2	4	A video per recipient of the P-rating [final number to be confirmed each year]. For pricing purposes, work on four awardees, with one located in the Cape Town/ Stellenbosch area and another in the Johannesburg/Pretoria Area	Three-minute video		
3	20	Profiles for each recipient of the A-rating [final number to be confirmed each year]. For pricing purposes work on 20 Awardees	15-second multimedia presentations/ animation		
4		A video profile of the Lifetime Achievement Award recipient. Assume the awardee is based in the Johannesburg and Pretoria area	Six-minute video		
5	1	Highlights video of the event.	10 to 20-minute highlights video	5	
6	1	A full video rendition of the event.	Approximately 1h45min	6	
7	12	Profiles for each of the Excellence award recipient	15-second multimedia presentations/ animation profiles	7	

#	QTY	DESCRIPTION/ (Reference to specific specification)	UOM	UNIT PRICE	TOTAL LINE PRICE EXCLUDING VAT
8	3	Video profiles of the recipients of: <ul style="list-style-type: none"> <li>• (Hamilton Naki Award, assume the awardee is based in Johannesburg/Pretoria</li> <li>• Champion of Research Capacity Development and Transformation. Assume awardee is base in Cape Town/ Stellenbosch; and</li> <li>• Science Team Award. Assume the awardees are based in Johannesburg/ Pretoria[ do note that is not necessarily given out each year]</li> </ul>	Each video profile is to be three-minutes long  (3x3min videos)		
9	1	National Research Facility award profile (presented on an ad hoc basis)	15-second multimedia presentations/ animation profiles		
Year 3 - (Make the same assumptions as in Year 1. Price on the assumption that the event will be held in Port Elizabeth)					
1	1	Opening video	Five-minute		
2	4	A video per recipient of the P-rating [final number to be confirmed each year]. For pricing purposes, work on four awardees, with one located in the Cape Town/ Stellenbosch area and another in the Johannesburg/Pretoria Area	Three-minute video		
3	20	Profiles for each recipient of the A-rating [final number to be reconfirmed. For pricing purposes work on 20 Awardees	15-second multimedia presentations/ animation		
4	1	A video profile of the Lifetime Achievement Award recipient. Assume the awardee is based in Cape Town	Six-minute video		
5	1	Highlights video of the event.	10 to 20-minute highlights video		

#	QTY	DESCRIPTION/ (Reference to specific specification)	UOM	UNIT PRICE	TOTAL LINE PRICE EXCLUDING VAT
6	1	A full video rendition of the event.	Approximately 1h45min		
7	12	Profiles for each of the Excellence award recipient	15-second multimedia presentations/ animation profiles		
8	3	Video profiles of the recipients of: <ul style="list-style-type: none"> <li>• (Hamilton Naki Award, assume the awardee is based in Johannesburg/Pretoria</li> <li>• Champion of Research Capacity Development and Transformation. Assume awardee is base in Cape Town/ Stellenbosch; and</li> <li>• Science Team Award. Assume the awardees are based in Johannesburg/ Pretoria[ do note that is not necessarily given out each year]</li> </ul>	Each video profile is to be three-minutes long  (3x3min videos)		
9	1	National Research Facility award profile	15-second multimedia presentations/ animation profiles		
Total Cost is determined by multiplying quantity by unit price for all line items					
TOTAL CONTRACT VALUE EXCLUDING VAT				R	
VAT AT 15%				R	
<b>TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)</b>				<b>R</b>	

## EXECUTION/DELIVERY CONDITIONS

**1 Determination of the Annual Award Theme:**

The NRF focuses on the creation of new knowledge (this entails, among others, funding of research and provision of research infrastructure), human capacity development, promotion of society's engagement with science and technology and inspiring more people to take up careers in science and technology. This forms

## EXECUTION/DELIVERY CONDITIONS

the core of the theme for each annual NRF Awards. Each year, before the end of March, the successful bidder will be informed of the theme.

2 **Determination a of the Venue:**

By December of the preceding year.

3 **Project Management with the NRF Organising Team:**

Contracts commence with relevant briefing sessions followed by meetings/discussions with both service providers (event management company and the audio-visual production company). Subsequent regular briefing meetings follow throughout the run-up to the event, with the NRF Corporate Executive being the final approval authority.

4 **Verification of Performance:**

The service provider will have to develop a work schedule with clear milestones which once approved by the NRF will form the basis for performance management.

5 **Payment Schedule**

Payment will be made in three tranches

- The first tranche will be upon the approval of the treatment and work schedule
- Second tranche will be on completion and approval of, at least, sixty percent (60 percent) of the videos commissioned
- The last tranche will be on delivery of the post event videos.

OHS **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7.2), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions

## EXECUTION/DELIVERY CONDITIONS

of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

## PERFORMANCE/SERVICE LEVEL CONDITIONS

- 1 The NRF measures the contracted bidder's performance against these in the execution of the contract. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
- 2 If the contracted bidder fails to meet any performance level:
  - a. The contracted bidder shall investigate and report on the root causes of the performance level failure;
  - b. Promptly correct the failure and begin meeting the set performance levels;
  - c. Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
  - d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.

## STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS

### SERVICE PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
1 opening video	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.
2 A video per recipient of the P-rating [final number to be confirmed annually]	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.
20 Profiles for each recipient of the A-rating [final number to be confirmed annually]	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.
1 One Highlights video of the event.	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.

1 One full video rendition of the event.	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.
7 Profiles for each of the Excellence award recipients –x12	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.
3 Video profiles of the recipients( Hamilton Naki, Champion of Research Capacity Development and Transformation; and Science Team Award-x3 videos)	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.
1 One video profile of the Lifetime Achievement Award recipient.	Attainment/ Delivery of milestone	A five working days delay on each milestone will incur 5% penalty of the costs associated with delivery of that milestone.

## SBD 4 - BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?  Yes  No

i. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<sup>1</sup> The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

## SBD 4 - BIDDER'S DISCLOSURE

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?  Yes  No

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  Yes  No

2.3.1 If so, furnish particulars:  
 .....  
 .....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts,

## SBD 4 - BIDDER'S DISCLOSURE

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## SBD 6.1 - PREFERENCE POINTS CLAIMED

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE.**

1. GENERAL CONDITIONS

skill and knowledge in an activity for the execution of a contract.

## SBD 6.1 - PREFERENCE POINTS CLAIMED

1.1. The following preference point systems are applicable to all bids:

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	100

1.2. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.3. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

1.4. POINTS AWARDED FOR PRICE

### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

<b>80/20 :</b>	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	<b>90/10 :</b>	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where  $P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
<b>Number of points (90/10 system)</b>	10	9	6	5	4	3	2	1	
<b>Number of points (80/20 system)</b>	20	18	14	12	8	6	4	2	

3. BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

### B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2

B-BBEE Status Level of Contributor:= .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and

## SBD 6.1 - PREFERENCE POINTS CLAIMED

must be substantiated by relevant proof of B-BBEE status level of contributor.

### 4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Specify, by ticking the appropriate box, if subcontracting with an enterprise.

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
<b>Black people</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people who are youth</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people who are women</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people with disabilities</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people living in rural or underdeveloped areas or townships</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cooperative owned by black people</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Black people who are military veterans</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
<b>Any EME</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Any QSE</b>	<input type="checkbox"/>	<input type="checkbox"/>

### 5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: .....

VAT registration number: .....

Company registration number: .....

TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture /Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

## SBD 6.1 - PREFERENCE POINTS CLAIMED

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business: .....

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 contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor 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 person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person'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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

## REFERENCE LETTER FORMAT

### Referee Letterhead

**Referee Legal Name:**

**REFERENCE ON COMPANY:**

**Bid Number:**

**Bid Description** PRODUCTION OF AUDIO-VISUAL MATERIAL FOR THE NRF AWARDS FUNCTION FOR THREE YEARS

Describe the service/work the above bidder provide to you below

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Project management – meeting delivery milestone within budget			
Execution of the creative vision			
Professionalism			
Overall Impression			
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

**Completed by:**

**Signature:**

**Company Name:**

**Contact Telephone Number:**

**Date:**

## GENERAL CONDITIONS

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, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

**The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause below that GCC clause. Special contract conditions specific to this bid contract that are not part of the General Conditions section are listed in the above sections of this document. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.**

GCC1	<b>Definitions - The following terms shall be interpreted as indicated:</b>
1.1	<b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.
1.2	<b>“Contract”</b> 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	<b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	<b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	<b>“Countervailing duties”</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	<b>“Country of origin”</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods 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	<b>“Day”</b> means calendar day.
1.8	<b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.
1.9	<b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand..
1.10	<b>“Delivery into consignees store or to his site”</b> 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	<b>“Dumping”</b> 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	<b>“Force majeure”</b> 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

## GENERAL CONDITIONS

	purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	<b>“Fraudulent practice”</b> 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	<b>“GCC”</b> mean the General Conditions of Contract.
1.15	<b>“Goods”</b> 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	<b>“Imported content”</b> 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	<b>“Local content”</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	<b>“Manufacture”</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	<b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	<b>“Project site”</b> , where applicable, means the place indicated in bidding documents.
1.21	<b>“Purchaser”</b> means the organization purchasing the goods.
1.22	<b>“Republic”</b> means the Republic of South Africa.
1.23	<b>“SCC”</b> means the Special Conditions of Contract.
1.24	<b>“Services”</b> 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	<b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.
GCC2	<b>Application</b>
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.
2.2	Where applicable, special conditions of contract 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

<b>GENERAL CONDITIONS</b>	
	conditions shall apply.
<b>GCC3</b>	<b>General</b>
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.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>GCC4</b>	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	No additional standards required.
<b>GCC5</b>	<b>Use of contract documents and information</b>
5.1	The supplier shall not disclose, without the purchaser's prior written consent, 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 made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, 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.
<b>SCC5A</b>	<p><b>Copyright and Intellectual Property</b></p> <p><b>Intellectual property</b> are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p><b>Background intellectual property</b> is the intellectual property pertaining to this contract, created, and</p>

## GENERAL CONDITIONS

owned by any of the contracted parties to this contract prior to the effective date of this contract.

**Contract intellectual property** is the intellectual property created by the parties to this contract for and in the execution of the contract.

All background intellectual property (existing prior to this contract) vests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The contracted supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract vests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).

Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

The contracted supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.

The contracted supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.

The contracted supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

SCC5B

### **Confidentiality**

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:

- a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.
- b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
- Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- All written disclosures received from the NRF;
- All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
- All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies

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	available at law, including monetary damages.
SCC5C	<p><b>Protection of Private Information</b></p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	<p><b>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.
GCC7	<p><b>Performance security</b></p>
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
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	<p>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>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within 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.
SCC7A	
GCC8	<p><b>Inspections, tests and analyses</b></p>
8.1	All pre-bidding testing will be for the account of the bidder.
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 purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, 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

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	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 supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are 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 because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	<b>Packing</b>
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.
GCC10	<b>Delivery and Documentation</b>
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	N/A
GCC11	<b>Insurance</b>
11.1	The goods supplied under the contract are 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.

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SCC11A	The contractor carries insurance of R 3 million for both: <ul style="list-style-type: none"> <li>a. public liability (including product liability) plus</li> <li>b. professional indemnity</li> </ul>
SCC11B	NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.
GCC12	<b>Transportation</b>
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	<b>Incidental services</b>
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> <li>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
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.
SCC13A	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
GCC14	<b>Spare parts</b>
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: <ul style="list-style-type: none"> <li>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</li> <li>14.1.2 In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>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</li> <li>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
SCC14A	Prices for spare parts charged by supplier not included in this contract's initial price schedule (SBD 3.2)

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	<p>shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares.</p> <p>The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.</p>
GCC15	<b>Warranty</b>
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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.
SCC15A	The warranty period in Clause 15.2 for delivery or performance that has been accepted by the NRF at the final destination indicated in the contract shall not read twelve (12) months, or eighteen (18) months after the date of shipment from the port or place of loading in the source country, rather shall read as thirty-six (36) months or, forty two (42) months respectively
GCC16	<b>Payment</b>
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
SCC16.1A	The NRF's method of payment is electronic funds transfer after all conditions of Clause 16 are met.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
SCC16.2A	Clause 16.2 the term "copy of the delivery note and upon fulfilment of other obligations stipulated in the contract" is met by a NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

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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.
SCC16.3A	The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16.2A
SCC16.1A	
GCC17	<b>Prices</b>
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC17	Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, and spare parts.
GCC18	<b>Contract amendment</b>
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	<b>Assignment</b>
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	<b>Subcontract</b>
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	<b>Delays in supplier's performance</b>
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

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	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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	<b>Penalties</b>
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.
GCC23	<b>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.
SCC23.2A	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.
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.

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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 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	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p> <p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
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.
GCC24	<b>Anti-dumping and countervailing duties and rights</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
GCC25	<b>Force Majeure</b>

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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
GCC26	<b>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.
GCC27	<b>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 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, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	<b>Limitation of liability</b>
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 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

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	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.
GCC29	<b>Governing language</b>
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.
GCC30	<b>Applicable law</b>
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
SCC30.1A	Other legal systems are not applicable.
GCC31	<b>Notices</b>
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
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
SCC31	Electronic communication, to the extent it meets the requirements of legal notices and the requirements of the electronic communication laws, is permitted.
GCC32	<b>Taxes and duties</b>
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 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
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	<b>National Industrial Participation Programme</b>
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.
GCC34	<b>Prohibition of restrictive practices</b>
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

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

## BID CONTRACT SUBMISSION CERTIFICATE

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

Invitation to Bid (SBD 1)

Bid Contract including the following sections:

1. Specification(s) as set out in the respective section in the bid contract;
2. Annexures to the bid contract;
3. Bidders responses to this Bid Invitation and bid contract;
4. Price schedule (SBD 3.2);
5. Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution, supported by a valid certified B-BBEE certificate of sworn affidavit;
6. Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable;
7. Declaration of Interest (SBD4);
8. Independent Price Determination (SBD 9);
9. Declaration of Bidder's past SCM practice (SBD 8); and
10. Contract conditions

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

## BID CONTRACT SUBMISSION CERTIFICATE

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3.2, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9) 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

## **ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS**

This document serves the purpose of providing the bidder with guidelines and prescripts on how to submit their bids to the NRF via e-mail.

**Conditions for electronic submissions:** This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:<sup>3</sup>

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

### **1. PRESCRIPTS**

- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **One Envelope system**, the process regarding a Double Envelope system below is **not** required.
- **Two envelope system:** All bidders document must be submitted to the email address specified on the NRF bid document and however the password to the password protected pricing file must be submitted as a separate file and emailed as specified in the bid document.
- The NRF email size limit is 20MB, bidder must ensure that their submission is no bigger than this limit.
  - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
  - The password for pricing file must **not** be submitted before the bid closes.
  - The password may be submitted 1 minute after bid closure **and no later than 2 days post bid closure**. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.

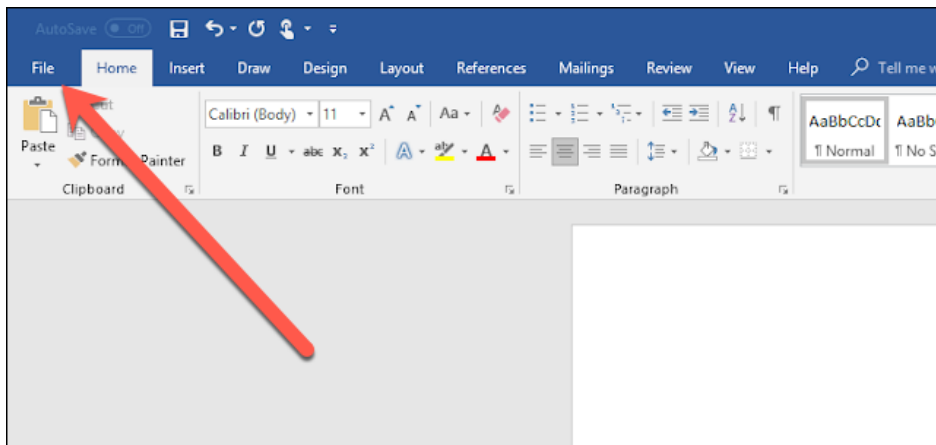
<sup>3</sup> SANS 10845-1 paragraph 4.7

- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

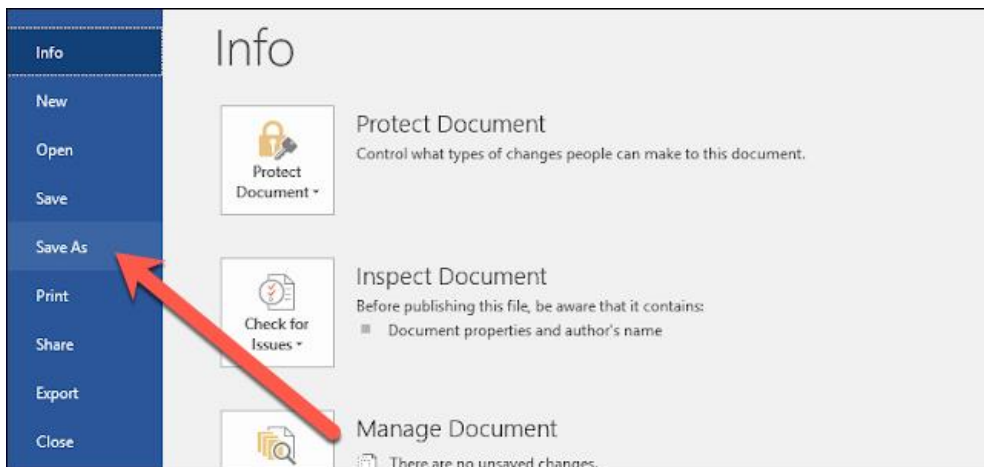
## 2. GUIDELINES

### Converting to pdf

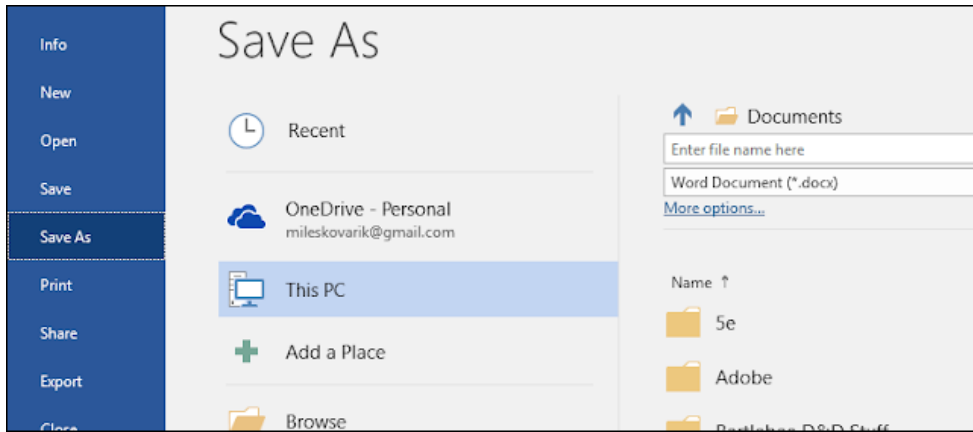
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the “File” tab.



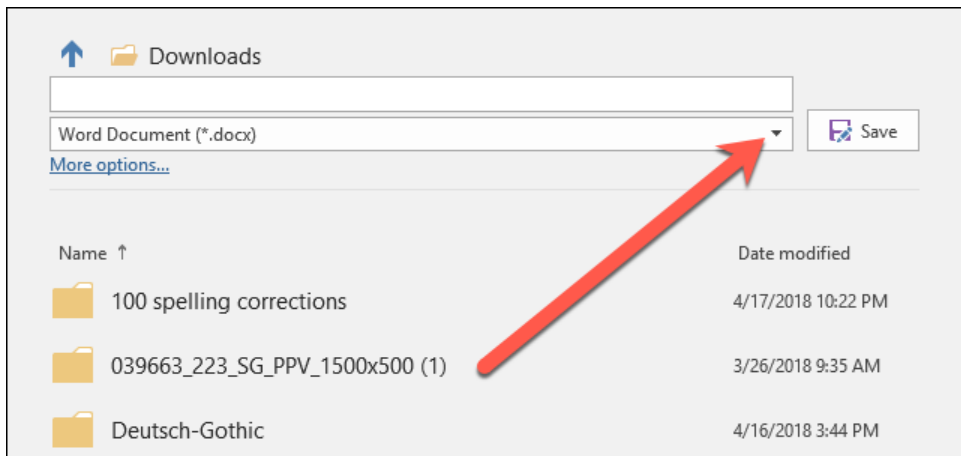
- On the backstage screen, select “Save As” from the list on the left.



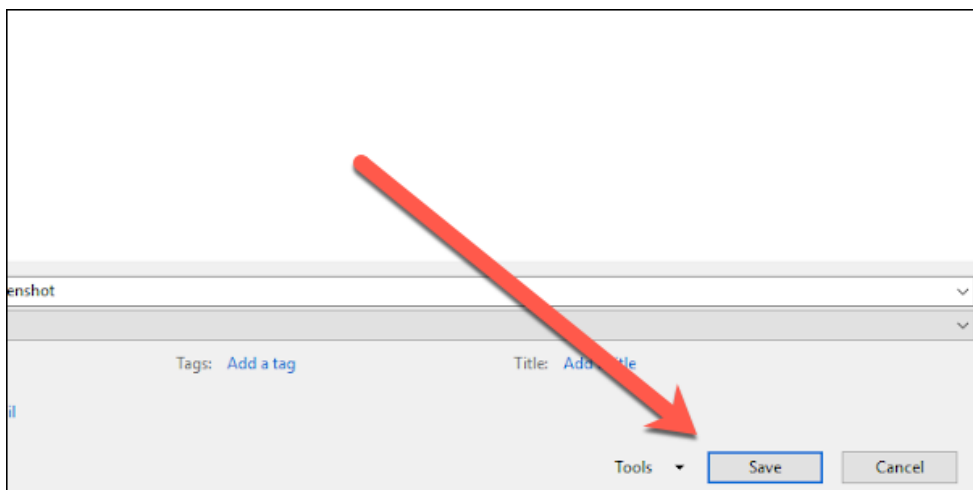
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the “Save as type” box, and select “PDF (\*.pdf)” from the dropdown menu.



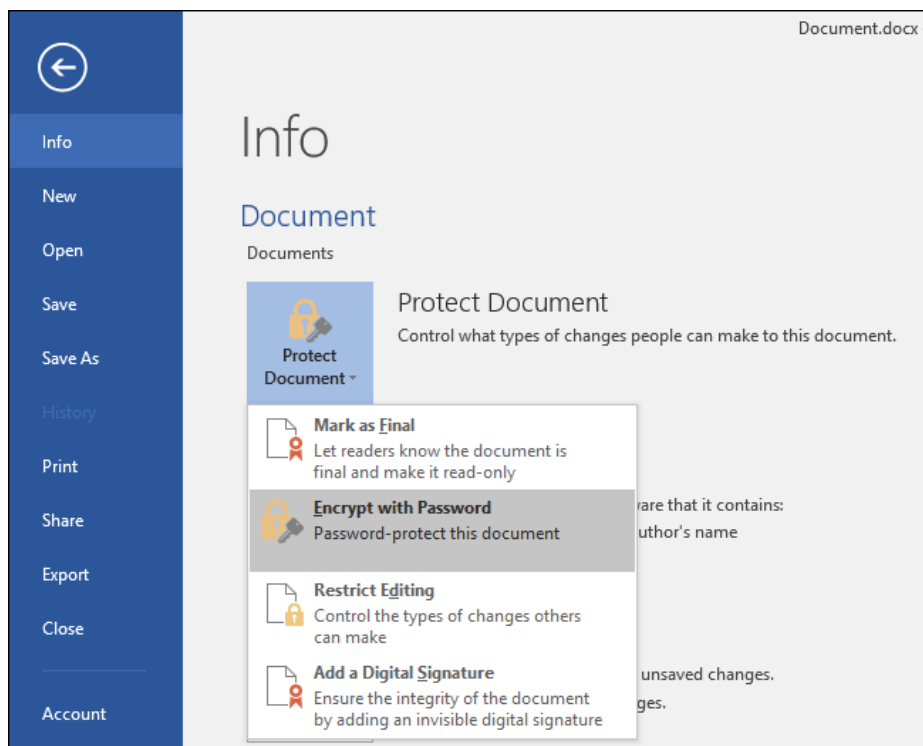
- If you want to, you can change the filename at this time. When you're ready, click the “Save” button.



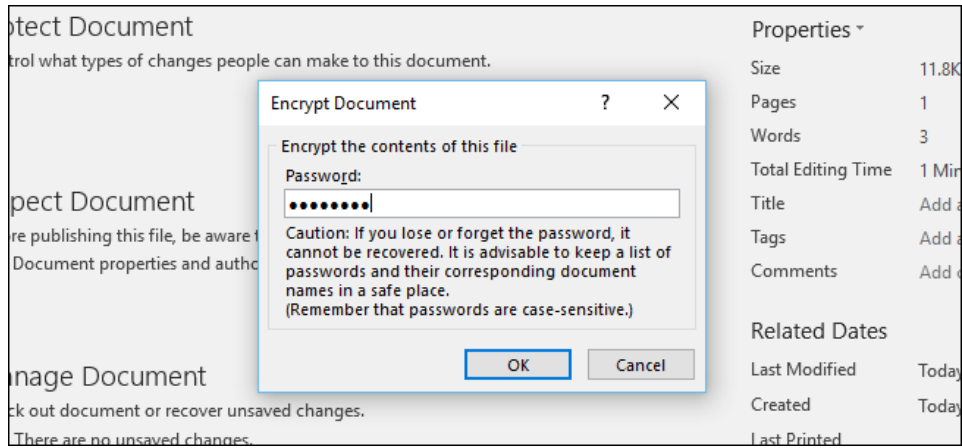
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

## Password protecting files

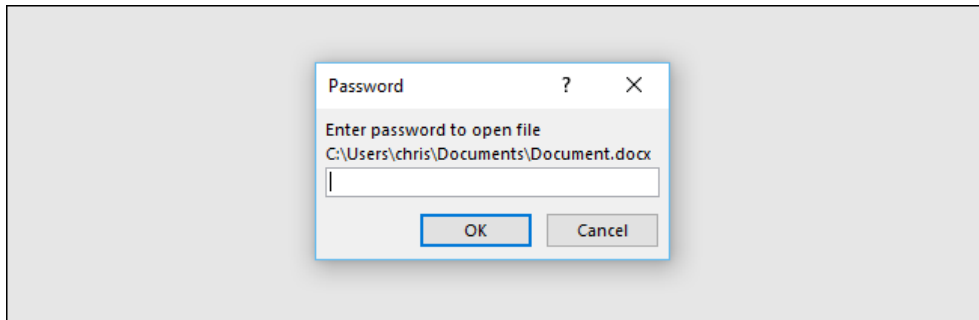
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the “File” menu at the top-left corner of the screen. On the Info pane, click the “Protect Document” button and select “Encrypt with Password.”
- The button is only named “Protect Document” in Microsoft Word, but it’s named something similar in other apps. Look for “Protect Workbook” in Microsoft Excel and “Protect Presentation” in Microsoft PowerPoint. In Microsoft Access, you’ll just see an “Encrypt with Password” button on the Info tab. The steps will otherwise work the same.
- NOTE: If you only want to restrict editing of the document, you can choose “Restrict Editing” here, but as we said, that is not very secure and can easily be bypassed. You’re better off encrypting the entire document, if you can.



- Enter the password you want to encrypt the document with. You’ll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You’ll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



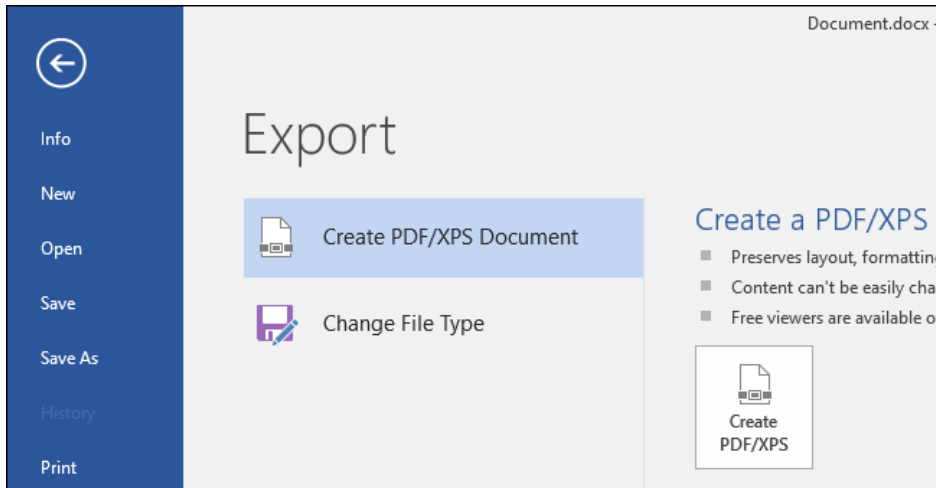
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen. The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



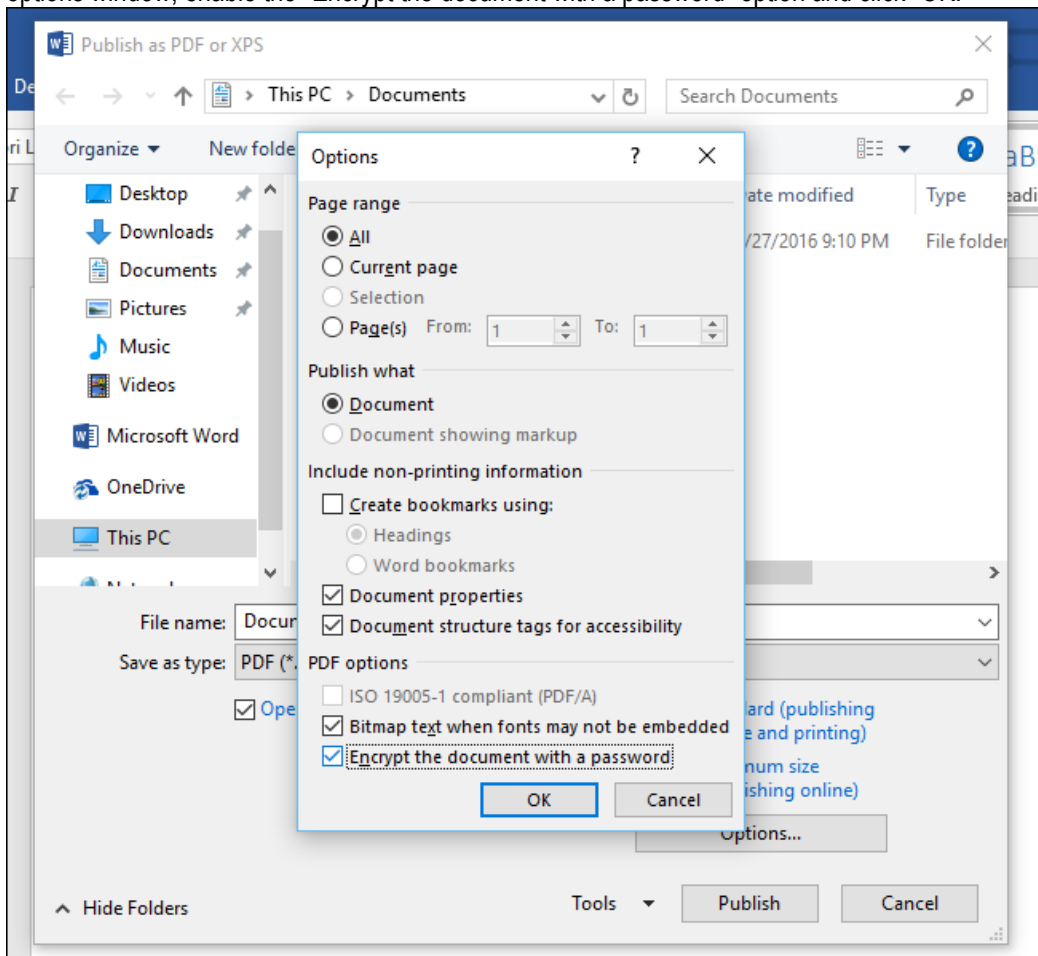
- To remove the password protection from a document, click the "Protect Document" button and select "Encrypt with Password" again. Enter a blank password and click "OK." Office will remove the password from the document.

## How to Create a Password Protected PDF File

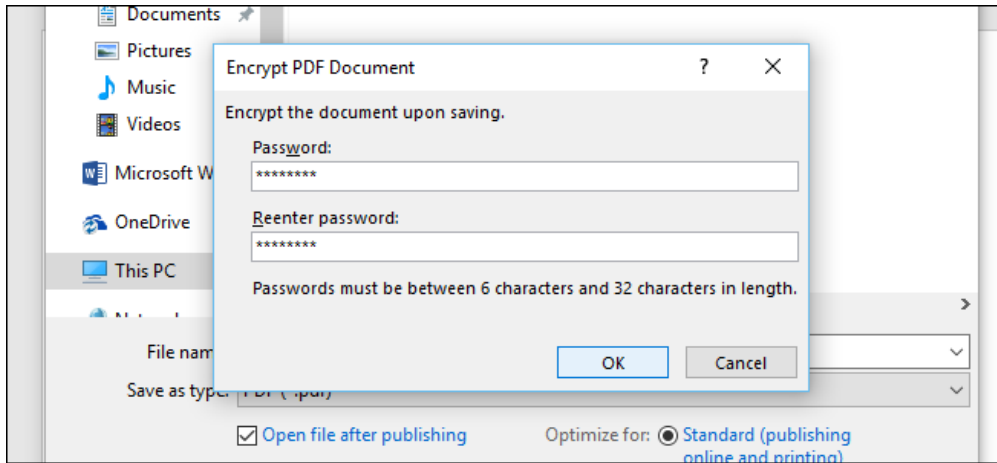
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the "File" menu button, and select "Export." Click the "Create PDF/XPS" button to export the document as a PDF file.



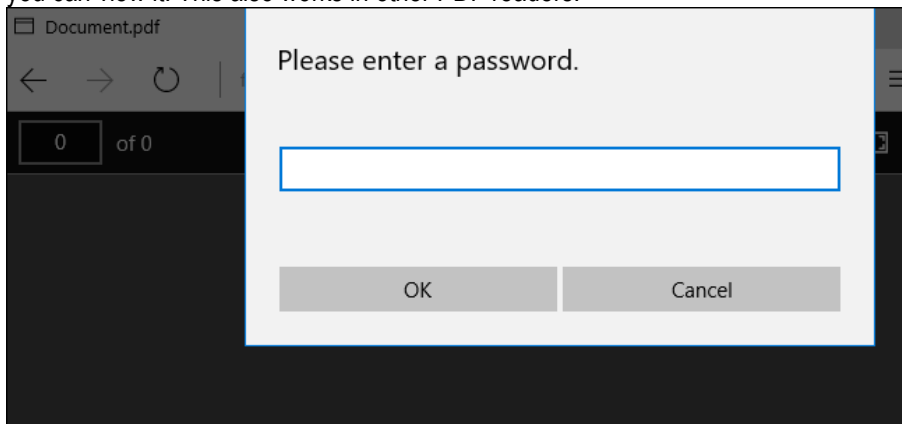
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You'll have to enter the PDF file's password when you open it. For example, if you open the PDF file in Microsoft Edge—Windows 10's default PDF viewer—you'll be asked to enter the password before you can view it. This also works in other PDF readers.



## Zipping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

## Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.