



INVITATION TO BID

BID DESCRIPTION

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DELIVER FOUR (4) CATEGORIES OF MANAGEMENT DEVELOPMENT PROGRAMMES TO THE NATIONAL RESEARCH FOUNDATION FOR A PERIOD OF THIRTY-NINE (39) MONTHS.

ATTENTION – FRAUD ALERT!!!!!!!

It is common for scammers to call potential bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. DO NOT FALL FOR IT, IT IS A SCAM!

The NRF and its employees would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

Bidder Name:	
Number:	NRF/CORP MDP/73/2024-25
Closing Date	24 October 2025
Closing Time:	11:00 am NO LATE BIDS WILL BE ACCEPTED
Compulsory Briefing	Date: 07 October 2025 @ 10:00am Registration Starts: 09:30am Virtual Zoom Session Link: <u>Join the meeting now</u> https://zoom.us/j/97429357838?pwd=ajWNdTm48nB2L5RpHXbvaGTapboUXV.1 Meeting ID: 974 2935 7838 Passcode: 813593
Electronic Bid Submission	Size of the email (document): max 20MB. Send a (non-expiring) link for submissions larger than 20MB using Google Drive, WeTransfer, or www.filesend.nrf.ac.za (See Annexure A to send the documents. Bidders must ensure that whatever platform they use, the documents sent will be accessible for at least a month. Split bid submission documents into: 1. Administrative documents 2. Technical Proposal
Email Address	bids@nrf.ac.za
Bids Naming	Each PDF to be titled "Bid Number/Bidder Name/Envelope Number"
Bidding procedure and Technical information enquiries may be directed in writing to:	
Section	Supply Chain Management

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INVITATION TO BID (SBD 1)

PART A – SUMMARY OF BID REQUIREMENTS

Bid number:	NRF/CORP MDP/73/2024-25
Bid Title:	Appointment of a professional service provider to deliver four (4) categories of Management Development Programmes to the National Research Foundation (NRF) for a period of thirty-nine (39) months.
Closing Date and Time:	24 October 2025 at 11:00 am
Bid Submission:	Electronic submissions must be sent to bids@nrf.ac.za

The NRF will 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.

Number of ORIGINAL bid documents required for contract signing	1
Two folder system:	Yes
Bid validity period from date of closure:	90 days

Bidding procedure and Technical information enquiries are directed in writing to:

Section	Supply Chain Management
Contact person	Lebogang Mosoma
E-mail address	bids@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:

**Supplier
Compliance
Status**

Tax
Compliance
System PIN

OR

Central Supplier
Database No.

MAAA

**Are you the accredited
representative in South Africa for
the goods/services/works
offered?**

Yes No
[If yes
enclose
proof]

**Are you a foreign-
based supplier for the
goods/services/works
offered?**

Yes No
[If yes, answer the questionnaire
below]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

PART B - TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION

1.1	Bids must be delivered by the stipulated time to the correct email address. Late bid will not be accepted for consideration and will be returned through similar method that the bid was sent.
1.2	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
1.3	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000. the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
1.4	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

TAX COMPLIANCE REQUIREMENTS

2.1	Bidder 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 www.sars.gov.za .
2.4	Bidders may also submit a 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 PIN 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' persons in the service of the state.

BIDDING PROCEDURE

INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) statutory entity established in terms of the National Research Foundation Act, No. 19 of 2018, as amended. The National Research Foundation will contract with the appointed bidder.

As a government mandated research and science development agency the NRF funds research, the development of high-end Human Capacity and critical research infrastructure to promote knowledge production across all disciplinary fields. The goal of the NRF is to create innovative funding instruments, advance research career development, increase public science engagement and to establish leading-edge research platforms that will transform the scientific landscape and inspire a representative research community to aspire to global competitiveness. The NRF promotes South African research and innovation interests across the country and internationally, and together with research institutions, business, industry and international partners we build bridges between research communities for mutual benefit that contributes to National Development.

Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

INTRODUCTION TO THE PEOPLE AND CULTURE DIVISION

To realise the NRF’s 2025 Strategy and 2030 Vision, the organisation has initiated several key transformational efforts aimed at strengthening its ability to deliver on its mandate. These include a comprehensive organisational review that led to restructuring and a new service delivery model, job profiling of all roles across the organisation for standardisation, the migration from Peromnes to Paterson job evaluation grading system, a skills audit, ERP system implementation, a culture survey, and a refreshed leadership structure through key executive appointments.

The People and Culture Division play a central role in enabling these transitions and interventions in a concerted effort for the organisation to attract, retain, and develop skills to ensure an engaged, motivated, and diverse workforce. With the new service delivery model in place, the NRF seeks to drive collaboration across business units, unlock the full potential of its people, and empower leadership to deliver strategic outcomes.

In this context, Management Development Programmes remain necessary investments. These programmes are specifically designed to equip both current and emerging leaders with the skills and insights needed to respond

effectively to the outcomes of the organisational review and skills audit. By enhancing leadership capability, the NRF will be better positioned to navigate complexity, sustain high performance, and lead teams through ongoing transformation. As the organisation continues to evolve, building a strong, agile, and future-ready leadership pipeline is not only a priority but a prerequisite for achieving long-term success, resilience, and organisational excellence.

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the representative(s) listed on the cover page of this bid document under the enquiries section.

NRF provides a response (including an explanation of the query, but without identifying the source of the query) to all prospective, identifiable bidders (Compulsory Briefing Session's attendance register) within two working days of receipt of the query. NRF reserves the right not to appoint any bidder.

Response preparation costs (GCC3.1)

Bidders are responsible for all costs associated with the preparation and submission of their bids. The NRF is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

Counter proposals

No counter proposals or variations are accepted.

Central Supplier Database registration

Respondents to this bid must complete the SBD 1 with their Supplier Registration Number (CSD Number) for tax compliance verification.

The NRF is legally allowed to contract with service providers registered on the National Treasury's Central Supplier Database (CSD). The NRF conducts due diligence tests e.g. clear tax clearance, ownership, through the CSD.

Collusion, fraud, and corruption

Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned as well as the application of GCC 34.

Fronting (Hiding Beneficial Ownership)

NRF condemns any form of fronting/hidden beneficial ownership especially where defeating real empowerment through not conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner.

NRF's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations.

Should NRF suspect any form of fronting, the bidder is given 7 days from date of notification to provide evidence that such fronting does not exist.

NRF, upon confirmation of fronting, will invalidate the bid or any contracts entered with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies NRF may have against such a bidder.

Disclaimers

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; make no representation, warranty, assurance, guarantee, or endorsements to any third parties concerning the document. The NRF has no liability towards the bidders in connection therewith.

Bidders are responsible for their own preparation due diligence.

General definitions

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

“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.

“Contract” means the entire bid document inclusive of scope of work, price conditions, service delivery conditions, performance conditions with their key performance indicators, general/specific/special conditions as well each project scope of work attached to its issued project purchase order when attached to the Standard Bidding Document 7 (SBD 7.2) which has been signed by the awarded bidders forming the panel and the National Research Foundation (NRF).

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being Research Innovation Support and Advancement (RISA)

THE BIDDER SELECTION PROCESS

Stage 1 – Eligibility for the Price Competition

Disqualification:

The NRF's evaluation committee for this bid disqualifies bidders' submissions on the following grounds:

- a) The submission does not have the required documentation with its supporting proof to enable the evaluation committee to assess;
- b) The bidders including its directors are on the National Treasury's restricted database or on the disqualified database;
- c) The bidders including its directors are involved with legal action concerning charges of fraud and/or corruption;
- d) The bidder is assessed as not having the required minimum qualifications to execute the contract.

Eligibility:

Verification of the ability of a bidder and its qualifications to provide the services in accordance with specifications and conditions as set out in the contract section of this bid document:

- a) The bidder provides all of the required submission documents;
- b) The bidder demonstrates in its submitted document that it meets the minimums set;
- c) The evaluation committee assesses the bidder's solution for the output of the contract using a matrix of identified critical criteria weighted by set of allocation points. The bidder must meet a combined threshold of 75 points. The bidder can manage its criteria scores aligning with its proposed solution;
- d) NRF will conduct due diligence on the bidder to verify the authenticity of its submission including contacting the references submitted to verify the bidder's capability to provide the contracted services.

Note: Only bidders who meet or exceed the minimum threshold of 75 points will be invited to present their proposal.

The bidder(s) who have qualified through the above assessment must present its proposals to the evaluation committee who will assess:

- a) The verbal submission is in line with the written submission;
- b) The bidder's demonstration of how they intend to implement the key aspects outlined in the interview criteria;
- c) The bidder presents its proposed management team and how it will manage the functionality delivery. The NRF encourages the bidder to make available members of the proposed project team and facilitators in the presentation to provide a clearer picture of delivery capability and team composition, as well as support the written proposal.

Stage 2 – Price Competition

The NRF's evaluation committee allows only qualified bidders from the previous evaluation stage into the PPPFA's price competition.

The NRF's evaluation committee compares each bidder's pricing offer on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements.

The NRF's evaluation committee ranks the qualifying bids on price points scored on the basis set out in the PPPFA.

The NRF's evaluation committee adds any claimed preference points to the bidder's price points.

There are no objective grounds set for this bid.

Stage 3 – Award and Contract Signing

The NRF's evaluation committee recommends to the Bid Adjudication Committee for subsequent approval by the Delegated Authority the bidder with the highest combined score of price and preference for the contract award subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

Cancellation of the bid prior to award

NRF reserves the right to cancel this bid invitation prior to making an award were.

- 1) Due to changed circumstances there is no longer a need for this procurement; or
- 2) No bids meet the required specifications; or
- 3) A material irregularity in procedure is uncovered in the bid process; or
- 4) The bidding procedure listed in this bid document contravenes the Promotion of Administrative Justice Act, Act 3 of 2000; or
- 5) Where the price is too low/high in comparison to the market price range determined by the NRF or the budget allocated by the NRF to this procurement.

PART C – CONTRACT AND STATEMENT OF WORK REQUIREMENTS

NATURE OF THE SERVICES AND CONTRACT

The NRF has embarked on a number of organisational changes to assist in ensuring the realisation of its vision and in an attempt to develop a management pool within the organisation. As a knowledge-creating and learning organisation, the NRF strives to continually develop the knowledge, skills, competencies, and capabilities of its management and employees to deliver high-performance service in conjunction with individual and organisational growth and transformation.

THE CONTINUOUS LEADERSHIP DEVELOPMENT

The NRF has identified a need for continuous leadership development across all levels to enhance the organisation's leadership impact and effectiveness to drive the necessary behaviours required to ensure business performance and sustainability. The aim is to prepare a leadership pipeline for the various categories or levels of leadership. There is a challenge due to the scarcity of ready leaders, especially in the science environment, and it is the objective for the leadership development programmes to address this challenge.

PROJECT INTERDEPENDENCIES

The project is dependent on Job Profiling and Evaluation project, Employment Equity, Leadership Framework and Career Progression Framework. The appointed bidder will be consulted to assist the NRF with a gap analysis related to the Management Development Programmes.

THE CONTINUATION OF THE MANAGEMENT DEVELOPMENT PROGRAMMES

Since 2013, the NRF has implemented the Management Development Programmes (MDP) across various occupational levels. During this period a total of three hundred and thirty-five (335) employees have attended the programme.

These programmes have proven their worth in the development of the NRF's staff. This bid and contract is for the continuation of the programmes into a new cycle.

PROJECT OUTCOMES

Upon completing the programmes, delegates are expected to have developed the following skills:

- Development of all assessment tools (diagnostic; formative and summative assessments), if not yet in place
- Capacity development aimed at improving the professional competence of the targeted management levels.
- Equip executives, managers and future leaders with the necessary knowledge and skills as outlined on the table above (in relation to our module)
- Improve institutional performance
- To enable managers and other delegates to effectively fulfil their roles.
- Formulate goals to achieve key performance indicators.
- Ensure the long-term, sustainable implementation and impact of the programme over the next three years.

CONTRACT PERIOD AND COMMENCEMENT

“The Initial Period” means the duration of the contract from the commencement date, excluding any extension period as may be agreed upon by the contracting parties.

The initial period is set as: Thirty-Nine (39) Months

“The Commencement Date” means the date agreed by all parties for the commencement of this contract.

This contract shall commence on the commencement date and shall continue for the initial period, unless terminated by any of the contracted parties in accordance with Clauses GCC22, GCC23, and GCC25 below.

“The Renewal Option” means the current contract period is extended by an agreed period without rebidding.

The contract has the option of being extended for a further period as agreed upon by contracting parties subject to the contracted service party’s contract performance and the impact demonstrated in line with the requirements outlined in this document.

Should the NRF wish to exercise the option to renew the contract, the NRF will give the contracted parties three months’ notice, in writing, of the intention to renew.

The contract renewal will become effective once all parties to the contract have signed the amended contract form (SBD7.2

“The Required Authority to Sign” means the respective official has the necessary authority to sign.

All parties signing the contract form (SBD 7.2) are deemed to have the authority to do so and are estopped from denying such authority.

DELIVERY CONTINUATION OF NRF'S MANAGEMENT DEVELOPMENT PROGRAMME

The NRF has implemented its Management Development Programmes (MDP) across various occupational levels. Bidders interested in this bid must respond with the intention of offering management development programme in these four different categories:

Programme	Aim	Target Group	Salary Level*
Executive Development Programme	To develop & execute vision & strategy on organisation level.	Top Management Senior Management	P1 – 3 / F1 – F4
Strategic Management Development Programme	To equip participants with developing and implementing effective business strategies that guide decision making.	Senior Management Professionally Qualified	P4 – 6 / E1 – E4
Professional Management Development Programme	To equip participants who are new managers with the necessary skills required to translate the strategy to team's goals	Professionally Qualified Skilled Professional	P7 – 8 / D1 – D5
Supervisory /Future Management Development Programme	To equip future managers and supervisory level managers with the necessary skills to ensure that their work is aligned to your department/BU/function	Skilled Professional	P9 – 10 / C1 – C5

NOTE: * Perommes or Patterson Grading System

DETAILED STATEMENT OF WORK

The NRF's objective for its leadership development programmes to develop science environment leaders through its customised programmes that focus the participants into projects that would be of benefit to the NRF including the science ecosystem and to resolve real problems/ work-related challenges that the NRF faces.

The bidders must obtain the NRF Strategy, Mandate and Vision 2030 and any further documentation that will assist in their bid preparation. Bidders must clarify their position on this at the compulsory briefing session. To access the NRF's Strategic Plan 2025/26 – 2029/30, please visit <https://www.nrf.ac.za/about-us/plans-reports/#strat>.

The following modules serve as a guideline to be considered per programme, along with any identified as necessary by the provider in line with the NRF Strategy, Mandate and Vision 2030.

Executive Development Programme (EDP)	Strategic Management Development Programme (SMDP)	Professional Management Development Programme (PMDP)	Future/Supervisory Management Development Programme (FMDP)
Strategic Leadership and Development	Strategy Analysis and Execution	Strategy Implementation	Strategic Management
Governance and Ethical Leadership	Governance and Ethical Leadership	Governance and Ethical Leadership	Governance and Ethical Leadership
Global Competitiveness	Global Competitiveness		
Innovative Leadership and Managing Virtual Teams	Innovative Leadership and Managing Virtual Teams	Innovative Leadership and Managing Virtual Teams	Managing self
Personal Mastery: Emotional Intelligence and strategic	Personal Mastery: Emotional Intelligence and strategic communication	Personal Mastery: Emotional Intelligence and branding	Personal Mastery: and emotional intelligence
Strategic People Management	Strategic People Management	Strategic People Management	Managerial Role & Decision Making
Leading Teams for High Performance	Leading Teams for High Performance	Leading Teams for High Performance	
Systematic thinking	Systematic thinking	Systematic thinking	Systematic thinking
	Data Analytics for evidence-informed decision making	Data Analytics for evidence-informed decision making	Data Analytics for evidence-informed decision making
Transformational Leadership and Change Management	Change Management & Disruptions	Change Management Theory and Practice	Change Management Theory and Practice
Diversity, Equity and Inclusion (DEI)	Diversity, Equity and Inclusion (DEI)	Diversity, Equity and Inclusion (DEI)	Diversity, Equity and Inclusion (DEI)

Leveraging strengths and communicating with teams	Leveraging strengths and communicating with teams	Leveraging strengths and communicating with teams	Group Dynamics and Teamwork
Principles of Project Management (Leadership impact)	Principles of Project Management (Leadership impact)	Principles of Project Management (Leadership impact)	Project Management for Strategic Advantage
Driving Business, Environment and Sustainability	Driving Business, Environment and Sustainability		
	Financial Management (Public Service Model)	Financial Management (Public Service Model)	Financial Management Fundamentals (Public Service Model)
	Stakeholder Management/Strategic Partnership	Stakeholder Management/Strategic Partnership	Stakeholder Management/Strategic Partnership
			Operations Management

*Programme structures and modules may change, and alternative options may be offered in consultation with the appointed service provider, aligned with the identified modules. Bidders are encouraged to be well acquainted with the NRF Strategy, Mandate and the Vision 2030 programme.

STRUCTURE OF THE PROGRAMME

- Delivery model is hybrid by design—ensuring access, flexibility, and effectiveness. We propose a 60/40 delivery model (face-to-face vs. virtual) and leverage a secure Learning Management System (LMS) that enables rich learner engagement.
- The 12-month programme includes certification, which will be issued upon successful completion.
- Development of appropriate block releases schedule within a specific year.
- Academic institutions to clearly indicate the name/s of facilitator/s allocated to each module as well as the names of coach (es) that will be utilised for this programme. In a case of a replacement of a resource during the contract duration, the replacement resource should be similar to the one provided on the proposal.
- The service provider must make provision for the Business-Driven Action Learning (BDAL) project presentations specifically for the top three programmes.

MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.
2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
3. 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.
4. 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.
5. 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 preventive measures to prevent the recurrence of the performance level failure.
6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Trigger	Penalty/Bonus and level applicable from
Adherence to project outcomes/milestones	Assess adherence to project milestones for each program level (EDP, SMDP, NMDP, FMDP).	Ineffective management of project risks that result in uncontrolled changes in the project delivery timelines, resources allocation leading to poor project quality and delays in the realisation of project set outcomes.	1 % of the contract value for each week that deliverables are late or not realised.
		Poor communication (including poor documentation) and feedback that impacts on misalignment on project expectations and deliverables	The right to terminate the contract if deliverables are not met within a grace period if the risks continue up to 30 days.
Reports and attendance registers	Submission quarterly reports and attendance register (Quarterly updates on delegates' performance and attendance)	Failure to submit requested information	No delivery of the requested information within 7 days of expected report due date Penalty: 1% of contract value will apply for each 48 hours a milestone is exceeded.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

In this document:

Words in the singular mean in the plural and vice versa;

Words in the masculine mean all and every gender;

Words “department” or “public entity” means organs of state inclusive of public entities and vice versa; and

The words “will/should” mean “must”.

The National Research Foundation manages the contractual conditions in terms of **GCC2: Application** as follows

Cannot amend the National Treasury’s General Conditions of Contract (GCC).

The Special Conditions of Contract (SCC) are compiled supplementing the General Conditions of Contract and are below the relevant General Conditions of Contract.

Specific Conditions of Contract (SCC) are compiled to enable the execution of this specific contract are found within the statement of work including specifications.

GCC 1	Definitions – The following terms shall be interpreted as indicated:
1.1	“ Closing time ” means the date and hour specified in the bidding documents for the receipt of bids.
SCC1.1a	The closing time, date and method of submission is stated on the first page and on the Standard Bidding Document (SBD).
1.2	“ Contract ” means the written contract entered into between the procuring institution and the contracted party, as recorded in the contract form (SBD7) signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	“ Contract price ” means the price payable to the contracted party under the contract for the full and proper performance of his contractual obligations.
1.4	“ Corrupt practice ” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	“ Countervailing duties ” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	“ Country of origin ” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	“ Day ” means calendar day.
1.8	“ Delivery ” means delivery in compliance of the conditions of the contract or order.
1.8a	The procuring institution makes use of purchase order instructions to manage the contract’s deliverables. The purchase order is a contract instruction.
1.9	“ Delivery ex stock ” means immediate delivery directly from stock actually on hand.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

1.10	“ Delivery into consignees store or to the NRF site ” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the contracted party bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	“ Dumping ” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	“ Force majeure ” means an event beyond the control of the contracted party and not involving the contracted party’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	“ Fraudulent practice ” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“ GCC ” mean the General Conditions of Contract.
1.15	“ Goods ” means all of the equipment, machinery, and/or other materials that the contracted party is required to supply to the purchaser under the contract.
1.16	“ Imported content ” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the contracted party or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“ Local content ” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“ Manufacture ” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“ Order ” means an official written order issued for the project within the contract.
1.20	“ Project site ”, where applicable, means the place indicated in bidding documents.
SCC1.20a	“ Purchaser’s Premises ” means the sites, primary location of work and or premises of the Purchaser where the Services will be rendered by the Contracted party in terms of this Contract, as described in the Bid Document.
1.21	“ Purchaser ” means the procuring organization procuring the statement of work including goods and services as defined herein.
SCC1.21a	“ Contracted party ” means the contracting party to this contract supplying the statement of work including goods and services as defined herein.
1.22	“ Republic ” means the Republic of South Africa.

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1.23	“ SCC ” means the Special Conditions of Contract including Specific Conditions of Contract for this contract.
1.24	“ Services ” means those functional services to execute the assigned projects assigned under this contract.
1.25	“ Written ” or “ in writing ” means handwritten in ink or any form of electronic or mechanical writing.
SCC1.26	“ Agents ” means any person or party, a party to this contract may appoint as agent, professional adviser, contractor, contracted party, sub-contractor, each of the aforementioned acting strictly in the course and scope of its obligations towards the contractual party, or any affiliate of the contracted parties.
SCC1.27	<p>“Contract” means the contract and vice versa.</p> <p>The contract comprises of the contents of the Bid Document, including statement of work, detailed specifications, contract conditions, the panel member’s project solution, the project cost/price and any annexures, schedules or addendums referred to in these documents.</p>
SCC1.28	“ Annexures ”, “ Schedules ,” and “ Addendums ” means any document of the aforesaid description reduced to writing and signed by the contracted parties, which is from time to time incorporated in this contract. These documents must be amended in writing by mutual contract between the contracted parties.
SCC1.29	“ Commencement Date ” means the date of last signature of the contract between the contracting parties, or any other date as may be agreed upon by the contracting parties as the commencement date.
SCC1.30	“ Loss ” means loss, injury, death, and/or damage.
SCC1.31	“ Material breach ” means a breach by one of the parties of a material obligation, imposed on such party in terms of this contract.
SCC1.32	“ Personnel ” means the contracting parties, as the context may indicate, directors, employees, officers acting strictly in the course and scope of its employment towards ‘the contracting parties or their agents.
SCC1.33	“ Third Party ” means any person or party which is not a party to this contract.
SCC1.34	“ Statement of Work ” means the activities, supplies, services, works agreed to by both contracting parties for the specific assigned project.
GCC2	Application
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 are laid down to cover specific supplies, services, or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
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.

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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 www.treasury.gov.za
SCC3A	The Contracted Parties' Obligations
SCC3A1	The contracted parties agree, undertake, covenant and warrant (all where applicable) to, <i>inter alia</i> -
SCC3A1.1	To deliver on behalf of the procuring institution the statement of work including goods and services as detailed in this contract.
SCC3A1.2	Upon being notified of the acceptance of the contracting parties' bid through receipt of the official bid award notice, the contracting parties commence with the signing of the contract form (SBD 7.2) with the procuring institution.
SCC3A1.3	Only when receipt of the contract form signed by all parties there to, commence with management of the contract. On receipt of an official purchase order with the contract number from the procuring institution, commence with and carry out the delivery of the statement of work to the satisfaction of the procuring institution;
SCC3A1.4	Provide all of the necessary materials, labour and equipment required for the delivery of the statement of work including any temporary services that may be required;
SCC3A1.5	Subject to Clauses 22, 23, and 25, the contracting parties will complete and deliver the statement of work within the initial period, or any extended period thereof as contracted in writing;
SCC3A1.6	Fully co-operate with and give every reasonable assistance to the procuring institution to enable the procuring institution to investigate any claim which may be threatened, made or brought against the procuring institution arising out of this contract;
SCC3A1.7	Within the scope of the statement of work, comply with all reasonable and lawful instructions issued by the procuring institution;
SCC3A1.8	Issue a credit note to the procuring institution for any penalties imposed against the procuring institution under Clause 22. Any delay by the contracted party in issuing a credit note within the time period agreed to by both parties, shall result in the procuring institution deducting the amount from any amounts due to the contracted party. For the avoidance of doubt, should the contracted party's aforementioned delay result in a deduction of any agreed to penalty, any such deduction for purposes of this contract shall be limited to and apply only to deduction of penalties pursuant to a delay by the contracted party as set out in Clause 22 and for no other matter under or in connection with this contract;
SCC3A1.9	Put into effect and maintain insurance of, as a minimum, general public liability insurance cover of at least the value of the contract award amount, for a single calendar year.
SCC3B	The Procuring Institution's Obligations
SCC3B1	The procuring institution agrees, undertakes, covenants and warrants (all where applicable) that, <i>inter alia</i> -

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SCC3B1.1	To allow the contracted party and its personnel reasonable access to the procuring institution's premises and such facilities, as required by the contracted party, to ensure the contracted party fulfils its obligations in terms of this contract, and shall allow the contracted party and its personnel to interview and take statements from the procuring institution and its personnel, by prior arrangement and on prior written notice to the procuring institution;
SCC3B1.2	To advise the contracted party of any change to its processes or circumstances relevant to the provision of the statement of work by the contracted party in writing immediately once it becomes aware of such change;
SCC3B1.3	To co-operate with and give every reasonable assistance to the contracted party to enable the contracted party to investigate any claim which may be threatened, made or brought against the contracted party;
SCC3B1.4	To arrange meetings with the contracted party, as and when required during the course of the contract, to establish that the statement of work are being performed in compliance with this contract;
SCC3B1.5	To evaluate the contracted party's performance on the contract, from time to time during the course of the contract, against the expected outcomes and deliverables in terms of this contract;
SCC3B1.6	To make payment to the contracted party for the performance of the statement of work as set out herein within thirty (30) days after receipt of an invoice from the contracted party, paid free from set-off, deduction or arbitrary withholding other than as provided;
SCC3B1.7	To notify the contracted party of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the contracted party's personnel in connection with the statement of work as soon as reasonably possible after the procuring institution becomes aware of the same.
GCC 4	Standards
4.1	The goods supplied shall conform to the standards listed in the statement of work including specifications and inclusion national standards.
GCC 5	Use of contract documents and information
5.1	The contracted party shall not, without the procuring institution's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring institution in connection therewith, to any person other than a person employed by the contracted party 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 contracted party shall not, without the procuring institution's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the procuring institution and shall be returned (all copies) to the procuring institution on completion of the contracted party's performance under the contract if so, required by the procuring institution.
5.4	The contracted party shall permit the procuring institution to inspect the contracted party's records relating to the performance of the contracted party and to have them audited by auditors appointed by the procuring institution, if so, required by the procuring institution.

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SCC5.5	Copyright and Intellectual Property
SCC5.5.1	Intellectual property refers to creation 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).
SCC5.5.2	Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.
SCC5.5.3	Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
SCC5.5.4	All background intellectual property (existing prior to this contract) invests 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.
SCC5.5.5	The contracted party grants the procuring institution a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the procuring institution to obtain the full benefit of the contracted deliverables for this contract.
SCC5.5.6	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.
SCC5.5.7	The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the procuring institution unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendix to this contract.
SCC5.5.8	The contracted party agrees to assist the procuring institution in obtaining statutory protection for the contract intellectual property at the expense of the procuring institution wherever the procuring institution may choose to obtain such statutory protection.
SCC5.5.9	The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the procuring institution or as the procuring institution may direct, and to support the procuring institution or its nominee, in the prosecution and enforcement thereof in any country in the world.
SCC5.5.10	The contracted party irrevocably appoints the procuring institution 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 procuring institution, in its discretion, requires in order to give effect to the terms of this clause.
SCC5.6	Confidentiality
SCC5.6.1	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 procuring institution and after termination of its involvement with the procuring institution, the recipient shall not:

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	SCC5.6.1.1	Disclose the confidential information, directly or indirectly, to any person or entity, without the procuring institution's prior written consent.
	SCC5.6.1.2	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
	SCC5.6.1.3	Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.
SCC5.6.2	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	
	SCC5.6.2.1	Disclose the confidential information to any third party, or
	SCC5.6.2.2	Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
	SCC5.6.2.3	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.
SCC5.6.3	The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:	
	SCC5.6.3.1	Was independently developed by the recipient prior to its involvement with the procuring institution or in the possession of the recipient prior to its involvement with the procuring institution;
	SCC5.6.3.2	Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
	SCC5.6.3.3	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 procuring institution, or
	SCC5.6.3.4	Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the procuring institution of such requirement prior to any disclosure.
SCC5.6.4	The recipient shall within one (1) month of receipt of a written request from the procuring institution to do so, return to the procuring institution all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:	
	SCC5.6.4.1	All written disclosures received from the procuring institution;
	SCC5.6.4.2	All written transcripts of confidential information disclosed verbally by the procuring institution; and

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	SCC5.6.4.3	All material embodiments of the contract intellectual property.
SCC5.6.5	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.	
SCC5.6.6	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.	
SCC5.6.7	The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the procuring institution. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the procuring institution 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 available at law, including monetary damages.	
SCC5.7	Copyright and Intellectual Property	
SCC5.7.1	The third party hereby gives the procuring institution 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.	
SCC5.7.2	By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.	
GCC6	Patent rights	
6.1	The contracted party shall indemnify the procuring institution 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 procuring institution.	
GCC7	Performance security	
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the procuring institution the performance security of the amount specified in this document and as summarised in SCC7.5.	
7.2	The proceeds of the performance security shall be payable to the procuring institution as compensation for any loss resulting from the contracted party's failure to complete his obligations under the contract.	
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring institution and shall be in one of the following forms:	
	7.3.1	Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the procuring institution's country or abroad, acceptable to the procuring institution, in the form provided in the bidding document/contract or another form acceptable to the procuring institution; or
	7.3.2	Cashier's or certified cheque.

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7.4	The performance security will be discharged by the procuring institution and returned to the contracted party within thirty (30) days following the date of completion of the contracted party's performance obligations under the contract, including any warranty obligations, unless otherwise specified in this contract.	
SCC7.5	SCC7.5.1	Security listing:
	SCC7.5.2	Where the contracted party requires an upfront deposit to be paid by the procuring institution of over an amount of R 1 million (or such lesser amount as specified here), the contracted party provides an acceptable financial performance bond to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses	
8.1	All pre-bidding testing will be for the account of the bidder.	
8.2	If it is a bid condition that the statement of work to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contracted party shall be open, at all reasonable hours, for inspection by a representative of the procuring institution or an organization acting on behalf of the procuring institution.	
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the procuring institution 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 statement of work to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the procuring institution.	
8.5	Where the statement of work referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such statement of work are accepted or not, the contracted party shall defray the cost in connection with these inspections, tests, or analyses.	
8.6	Statement of work referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements will be rejected.	
8.7	8.7.1	Any contract statement of work 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.
	8.7.2	Rejected statement of work is held at the cost and risk of the contracted party.
	8.7.3	The contracted party shall, when called upon, remove the rejected statement of work immediately at the contracted party's own cost.
	8.7.4	The contracted party shall forthwith substitute the rejected statement of work with compliant statement of work that does comply with the requirements of the contract.
	8.7.5	Failing such removal, the procuring institution shall return the rejected statement of work at the contracted party's cost and risk.

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	8.7.6	Should the contracted party fail to provide the substitute statement of work forthwith, the procuring institution may, without giving the contracted party further opportunity to substitute the rejected statement of work, purchase such statement of work as may be necessary at the expense of the contracted party.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the procuring institution to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.	
GCC9	Packing	
9.1	9.1.1	The contracted party shall provide such packing of the statement of work as is required to prevent their damage or deterioration during transit to their final destination, as stated in the contract.
	9.1.2	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.
	9.1.3	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 procuring institution.	
GCC10	Delivery and Documentation	
10.1	Delivery of the goods shall be made by the contracted party in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the contracted party are specified in SCC.	
10.2	Documents submitted by the contracted party specified in SCC.	
GCC11	Insurance	
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.	
SCC11.2	Without limiting the obligations of the contracted party in terms of this contract, the contracted party shall affect and maintain the following additional insurances:	
	SCC11 .2.1	Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licensed compensation insurer, from either the contracted party's broker or the insurance company itself.
	SCC11 .2.2	Proof of carrying insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
SCC11.2	The contracted party shall be obliged to furnish the procuring institution with proof of such insurance as the procuring institution may require from time to time for the duration of this contract.	

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GCC12	Transportation	
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC in the section addressing pricing requirements.	
GCC13	Incidental Statement of Work	
13.1	The contracted party is required to provide any or all of the following statement of work, including additional statement of work, if any, specified in the SCC:	
13.1.1	Performance or supervision of on-site assembly and/or commissioning of the statement of work;	
13.1.2	Furnishing of tools required for assembly and/or maintenance of the statement of work goods;	
13.1.3	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the statement of work;	
13.1.4	Performance or supervision or maintenance and/or repair of the supplied statement of work, for a period of time agreed by the parties, provided that this service shall not relieve the contracted party of any warranty obligations under this contract; and	
13.1.5	Training of the procuring institution's personnel, at the contracted party's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied statement of work.	
13.2	Prices charged by the contracted party for incidental statement of work, 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 contracted party for similar statement of work.	
SCC13.3	In the event that this document specifies provision of incidental statement of work elsewhere, the term "may" in GCC13 is replaced by the term "shall".	
SCC13.4	In the event that this document requires provision for such incidental statement of work, the instruction is only valid where the contracted party receives a written purchase order with the contract number that specifies, where applicable, quality, quantity, description, unit price, and delivery date.	
GCC14	Spare Parts	
14.1	As specified in SCC, the contracted party may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the contracted party:	
14.1.1	Such spare parts as the procuring institution may elect to purchase from the contracted party, provided that this election shall not relieve the contracted party of any warranty obligations under the contract; and	
14.1.2	In the event of termination of production of the spare parts:	
14.1.2.1	Advance notification to the procuring institution of the pending termination, in sufficient time to permit the procuring institution to procure needed requirements; and	
14.1.2.2	Following such termination, furnishing at no cost to the procuring institution, the blueprints, drawings, and specifications of the spare parts, if requested.	

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SCC14.2	In the event that this document specifies provision of spare parts elsewhere, the term “may” in GCC14 is replaced by the term “shall”.	
SCC14.3	The contracted party provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to procuring institution and their unit prices.	
SCC14.4	The contracted party provides the list at each time the list is amended, updated, or re-priced.	
SCC14.5	The contracted party undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the procuring institution in terms of the pricing mechanism in GCC17.	
GCC15	Warranty	
15.1	15.1.1	The contracted party warrants that the statement of work 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.
	15.1.2	The contracted party further warrants that all statement of work 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 procuring institution’s specifications) or from any act or omission of the contracted party, that may develop under normal use of the supplied statement of work in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the statement of work, 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 procuring institution shall promptly notify the contracted party in writing of any claims arising under this warranty.	
15.4	Upon receipt of such notice, the contracted party shall within the period specified in SCC repair or replace the defective statement of work or parts thereof, without costs to the procuring institution.	
15.5	If the contracted party, having been notified, fails to remedy the defect(s) within the period specified in SCC, the procuring institution may proceed to take such remedial action as may be necessary, at the contracted party’s risk and expense and without prejudice to any other rights, which the procuring institution may have against the contracted party under the contract.	
SCC15.6	The agreed period resolving defects is:	
GCC16	Payment	
16.1	The method and conditions of payment to be made to the contracted party under this contract shall be specified in SCC.	
16.2	The contracted party shall furnish the procuring institution with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.	

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16.3	Payments shall be made promptly by the procuring institution, but in no case later than thirty (30) days after submission of an invoice or claim by the contracted party.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16.5	The contracted party's invoices must meet the following minimum requirements, failing which the procuring institution shall not be obliged to make payment thereon -
SCC16.5.1	Reference the purchase order number as issued to the contracted party by the procuring institution;
SCC16.5.2	Reference the contract number under which the purchase order is issued to the contracted party by the procuring institution;
SCC16.5.3	Include a statement of account showing invoices outstanding and payment allocation of paid invoices;
SCC16.5.4	Include detailed line items as specified in purchase order;
SCC16.5.5	Invoices must be accompanied by the signature of the procuring institution's authorised representative, confirming performance or delivery in accordance with prescribed quality and/or quantity in terms of this contract, and that amounts claimed are accordance with this contract and any purchase orders issued in terms thereof.
GCC17	Prices
17.1	Prices charged by the contracted party for statement of work delivered and statement of work performed under the contract shall not vary from the prices quoted by the contracted party in this bid submission, with the exception of any price adjustments authorized in SCC or in the procuring institution's request for bid validity extension, as the case may be.
SCC17.2	The contract price quoted by the contracted party is required to remain firm for the initial period, subject to such adjustments as are specified in the contract during that period.
SCC17.3	Contract price adjustments must comply with the requirements of that SCC in terms of substantiate evidence and period of notice for price adjustments.
SCC17.4	Where the price adjustment flows from any change to the statement of work, such change of the statement of work must be agreed to by both parties prior to negotiating the resultant contract price adjustment.
GCC18	Contract Amendment
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	Assignment
19.1	The contracted party shall not assign, in whole or in part, its obligations to perform under the contract, except with the procuring institution's prior written consent.
GCC20	Subcontract

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20.1	The contracted party shall notify the procuring institution in writing of all subcontracts awarded under this contract if not already specified in its bid submission.	
20.2	Such notification and subsequent sub-contracting shall not relieve the contracted party from any liability or obligation under the contract to the procuring institution.	
GCC21	Delays In Contracted Party's Performance	
21.1	Delivery of the goods and performance of statement of work shall be made by the contracted party in accordance with the time schedule prescribed by the procuring institution in the contract.	
21.2	21.2.1	If at any time during performance of the contract, the contracted party or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of statement of work, the contracted party shall promptly notify the procuring institution in writing of the fact of the delay, its likely duration, and its cause(s).
	21.2.2	As soon as practicable after receipt of the contracted party's notice, the procuring institution shall evaluate the situation and may at its discretion extend the contracted party'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 statement of work 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 statement of work executed if an emergency arises, the contracted party's point of supply is not situated at or near the place where the statement of work are required, or the contracted party's statement of work are not readily available.	
21.5	Except as provided under GCC Clause 25, a delay by the contracted party in the performance of its delivery obligations shall render the contracted party 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 statement of work contract, the procuring institution shall, without cancelling the contract, be entitled to:	
	21.6.1	Purchase same or similar of a similar quality and up to the same quantity in substitution of the statement of work not supplied in conformity with the contract;
	21.6.2	Return any statement of work delivered later at the contracted party's expense and risk especially where 21.6.1 applied;
	21.6.3	Cancel the contract and buy such statement of work as may be required to complete the contract;
And without prejudice to procuring institution's other rights, be entitled to claim damages from the contracted party.		

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

GCC22	Penalties	
22.1	Subject to GCC Clause 25, if the contracted party fails to deliver any or all of the statement of work within the period(s) specified in the contract, the procuring institution shall, without prejudice to its other remedies under the contract,	
22.1.1	Deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed statement of work using the current prime interest rate calculated for each day of the delay until actual delivery or performance.	
22.1.2	The procuring institution may also consider termination of the contract pursuant to GCC Clause 23.	
SCC22.2	Subject to Clause 25 and excluding any act or omission of the procuring institution or third parties that cause or contribute to a failure of statement of work, if the contracted party fails to perform any or all of the statement of work within the period(s) specified in the contract, the procuring institution and the contracted party shall agree on corrective actions to be taken by the contracted party to achieve the intended deliverable.	
SCC22.3	A failure by the Contracted party to meet the deliverable within the revised time period shall result in the application of the following penalty:	
SCC22.3.1	Deduct from the contract price, a sum calculated on the delivered price of the delayed or unperformed statement of work using the current prime interest rate calculated for each day of the delay until actual delivery or performance.	
SCC22.4	If a party commits a material breach of any provision of this contract, and the breach is capable of remedy, the defaulting party must be notified and called on in writing to remedy the breach within a period of 5 (five) days from receipt of such notification.	
SCC22.5	If the breach has not been corrected after the aforesaid notice period has expired, the party calling on the defaulting party will be entitled, but not compelled, to either terminate this contract with immediate effect by written notice to the defaulting party and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the defaulting party.	
SCC22.6	In the event any of the contracted party's personnel misbehaving in any manner not acceptable to the procuring institution, such misbehaviour shall not constitute a breach of this contract.	
SCC22.7	The procuring institution makes a written request to the contracted party detailing proper and due reasons for removal of the contracted party's personnel. The contracted party must remove such personnel from the procuring institution's premises, provided that such behaviour or acts of the contracted party's personnel are not in direct contravention of any obligation placed on the contracted party in terms of this contract.	
GCC23	Termination For Default	
23.1	Either party may, without prejudice to any other remedy for breach of contract, send a written notice of default to the contracted party to terminate this contract in whole or in part:	
23.1.1	If the contracted party fails to deliver any or all of the statement of work within the period(s) specified in the contract, or within any extension thereof granted by the procuring institution pursuant to GCC Clause 21.2;	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

	23.1.2	If the contracted party fails to perform any other obligation(s) under the contract; or
	23.1.3	If the contracted party, in the judgment of the procuring institution, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	SCC23.1.4	Commits a material breach of any provision of this contract, and the breach is incapable of remedy;
	SCC23.1.5	The subject of any order made, or a resolution passed for the administration, winding-up or dissolution for reasons or purposes other than a solvent amalgamation or restructuring;
	SCC23.1.6	Has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
	SCC23.1.7	Unable to pay its debts, or in terms of GCC Clause 26, becomes commercially insolvent or commits any act of insolvency;
	SCC23.1.8	Enters into or proposes any composition or arrangement with its creditors generally;
	SCC23.1.9	Files and/or receives an application or resolution for business rescue and/or is placed under business rescue pursuant to the sections of the Companies Act, No. 71 of 2008;
	SCC23.1.10	The subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.
23.2	23.1	In the event the procuring institution terminates the contract in whole or in part, the procuring institution may procure, upon such terms and in such manner as it deems appropriate, statement of works similar to those undelivered, and the contracted party shall be liable to the procuring institution for any excess costs for such similar goods, works or statement of work. However, the contracted party shall continue performance of the
	SCC23.2	Should this contract be terminated in part for one or more statement of work as provided for herein for any reason, this contract shall, unless otherwise mutually agreed to in writing between the parties, remain in full force and effect in respect of the remainder of statement of work as set out in this Contract.
23.3		Where the procuring institution terminates the contract in whole or in part, the procuring institution may decide to impose a restriction penalty on the contracted party by prohibiting such contracted party from doing business with the public sector for a period not exceeding 10 years.
23.4		If a procuring institution intends imposing a restriction on a contracted party or any person associated with the contracted party, the contracted party will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the contracted party fail to respond within the stipulated fourteen (14) days the procuring institution may regard the intended penalty as not objected against and may impose it on the contracted party.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting 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 Authority actively associated.	
23.6	If a restriction is imposed, the procuring institution must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:	
	23.6.1	The name and address of the contracted party and / or person restricted by the procuring institution;
	23.6.2	The date of commencement of the restriction;
	23.6.3	The period of restriction; and
	23.6.4	The reasons for the restriction.
	These details will be loaded in the National Treasury's central database of contracted parties or persons prohibited from doing business with the public sector.	
23.7	<p>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 rule that such person's name be endorsed on the Register for Tender Defaulters.</p> <p>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 ten (10) years.</p> <p>The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits.</p> <p>According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>	
SCC23.8	Termination by Contract	
SCC23.8.1	In the event of either party intending to terminate this contract other than in the circumstances stipulated in Clauses 22, 23, and 25, such party shall seek consent, in writing, from the other party, which consent shall not be unreasonably withheld.	
SCC23.8.2	In the event that the other party consents to the termination as envisaged in Clause 23, the contract shall be terminated within such reasonable period as agreed upon by the parties.	
SCC23.8.3	Any amounts incurred by the contracted party prior to termination of the Contract shall be paid by the procuring institution in accordance with Clause 16.	
GCC24	Anti-Dumping And Countervailing Duties And Rights	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

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 statement of work 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	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the contracted party 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 contracted party shall promptly notify the procuring institution in writing of such condition and the cause thereof. Unless otherwise directed by the procuring institution in writing, the contracted party 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	Termination For Insolvency
26.1	The procuring institution may at any time terminate the contract by giving written notice to the contracted party if the contracted party becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contracted party, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring institution.
SCC26.2	Neither party shall be liable for failure to perform its obligations, under this contract if the failure results from any force majeure event.
SCC26.3	In the event of a force majeure event, the party whose performance is affected by such event shall promptly notify the other party in writing of such event, and the cause thereof. Unless otherwise directed by the procuring institution in writing, the contracted party shall continue to perform its obligations under the contract as far as is reasonably practical and shall use its best endeavours to seek all reasonable alternative means for performance not prevented by the force majeure event.
SCC26.4	Should any force majeure event persist for a continuous period of one (1) month, either Party shall have the right to terminate the Contract with immediate effect.
GCC27	Settlement of Disputes
27.1	If any dispute or difference of any kind whatsoever arises between the procuring institution and the contracted party 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

27.2	<p>If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the procuring institution or the contracted party may give notice to the other party of his intention to commence with mediation.</p> <p>No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>	
27.3	<p>Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p>	
27.4	<p>Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>	
	SCC27.4.1	<p>The appointment of a mediator and the procedure thereof shall be agreed upon by the parties.</p>
	SCC27.4.2	<p>Regardless of the outcome of mediation, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.</p>
27.5	<p>Notwithstanding any reference to mediation and/or court proceedings herein,</p>	
	27.5.1	<p>The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p>
	27.5.2	<p>The procuring institution shall pay the contracted party any monies due the contracted party.</p>
GCC28	<p>Limitation Of Liability</p>	
28.1	<p>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p>	
	28.1.1	<p>The contracted party shall not be liable to the procuring institution, 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 contracted party to pay penalties and/or damages to the procuring institution; and</p>
	28.1.2	<p>The aggregate liability of the contracted party to the procuring institution, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
SCC28.2	<p>Notwithstanding anything to the contrary elsewhere indicated, stated or provided for although subject always to Clause 28.2 below, the parties agree and the procuring institution acknowledges that: -</p>	
	SCC28.2.1	<p>The function of the statement of work provided by the contracted party is to minimise, and not eliminate or prevent, the risk of Loss to property or person. The contracted party will use all reasonable endeavours to minimise loss to the procuring institution but gives no warranty and has made no representation that the statement of work or the contracted party's personnel will be able to eliminate any such loss;</p>

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

	<p>SCC28.2.2</p>	<p>The contracted party shall be liable to the procuring institution for loss (from whatsoever cause arising and whether delict or contractual) sustained by the procuring institution only if such loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the contracted party or its personnel, and any liability which the contracted party does incur to the procuring institution under or in connection with this contract shall be limited to, and shall in no circumstances whatsoever exceed the total contract price under this contract.</p> <p>Thus, the total amount that can be claimed by the procuring institution from the contracted party for the duration of this contract is equal to, in aggregate, the total contract price under this contract;</p>
	<p>SCC28.2.3</p>	<p>Under no circumstances whatsoever shall the contracted party be liable for any indirect, special, incidental, punitive or consequential Loss (from whatsoever cause arising and whether delict or contractual), under or in connection with this contract;</p>
	<p>SCC28.2.4</p>	<p>Where the procuring institution or the procuring institution's personnel (including third party contracted parties or contractors) is reasonably suspected of having been involved, in collusion or otherwise, in any claim, the contracted party's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;</p>
	<p>SCC28.2.5</p>	<p>The contracted party and the contracted party's personnel shall not be liable to the procuring institution or the procuring institution's personnel in any circumstances or to any extent whatsoever in respect of any loss unless written notice of a claim is received by the contracted party following the discovery by the procuring institution or the procuring institution's personnel of the loss alleged to give rise to any such claim;</p>
<p>SCC28.3</p>	<p>The statement of work rendered to the contracted party in respect of the procuring institution premises and the assets of the procuring institution, or the assets of third parties held on their behalf by the procuring institution only and do not extend to any portion of the procuring institution premises which are occupied by third parties, nor to the assets of third parties otherwise than as contemplated herein unless specifically agreed to in writing between the parties.</p>	
<p>SCC28.4</p>	<p>In the event that the contracted party performs a risk analysis of the procuring institution premises, property or person and</p>	
	<p>SCC28.4.1</p>	<p>Recommends or suggests preventative measures to the procuring institution to address such identified risks ("risk analysis"); or</p>
	<p>SCC28.4.2</p>	<p>The contracted party provides a written copy of the risk analysis to the procuring institution within a reasonable period after finalizing the risk analysis.</p>
	<p>Then neither the procuring institution nor the procuring institution's personnel shall be liable to the contracted party, the contracted party's personnel or any third party for any loss whether direct, indirect, special, incidental, punitive or consequential.</p>	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

	The procuring institution hereby indemnifies and agrees to hold the contracted party and its personnel harmless in respect of all claims emanating from, caused by or arising out of any such loss to the extent that same is attributable to the failure by the contracted party or its personnel to address or rectify any of the risks identified in the risk analysis.	
SCC28.5	This clause 28 shall survive completion, termination, or cancellation of this contract for whatsoever reason or cause.	
GCC29	Governing Language	
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.	
GCC30	Applicable Law	
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.	
GCC31	Notices	
31.1	Every written acceptance of a bid shall be posted to the contracted party concerned by registered or certified mail. Any other notice to the contracted party shall be posted by ordinary mail to the address furnished in this bid or to the address notified later by the contracted party 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.	
SCC31.3	Any notice, request, consent, approvals or other communications made between the parties pursuant to the contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:	
	SCC31.3.1	Hand delivered – on the day of delivery;
	SCC31.3.2	Registered mail – five (5) working days after mailing;
	SCC31.3.3	Email – within one (1) working day after it has been sent.
GCC32	Taxes And Duties	
32.1	A foreign contracted party shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the procuring institution's country.	
32.2	A local contracted party shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the procuring institution.	
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 organ of state must be in possession of a valid tax clearance certificate or the Central Supplier Database Report submitted by the bidder.	
GCC33	National Industrial Participation Programme	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

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	Prohibition of Restrictive Practices	
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an contract between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if the bidding parties including sub-contractors are or were involved in collusive bidding (or bid rigging).	
34.2	If bidding parties including sub-contractors, based on reasonable grounds or evidence obtained by the procuring institution, have engaged in the restrictive practice referred to above, the procuring institution 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 bidding parties including sub-contractors, have been found guilty by the Competition Commission of the restrictive practice referred to above, the procuring institution 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 bidding parties including sub-contractors 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.	
SCC35	Whole Contract	
SCC35.1	The contract between the parties shall inter alia comprise of the following documents –	
	SCC35.1.1	The bid document;
	SCC35.1.2	The statement of work or the functional output of a procured innovation as set out in the bid document inclusive of component specifications, minimum standards, and compulsory specifications;
	SCC35.1.3	The General Conditions of Contract;
	SCC35.1.4	The Special Conditions of Contract related to the General Conditions of Contract;
	SCC35.1.5	The Specific Conditions of Contract for this contract;
	SCC35.1.6	The Standard Bidding Documents as prescribed;
	SCC35.1.7	Any annexures, schedules, or addendums referred to in the abovementioned documents.
	SCC35.1.8	The panel members' bid submission in response to this Bid.
	SCC35.1.9	The panel members' solution and costs for each assigned project under this contract.
SCC35.2	In the event of a conflict between the General Conditions of Contract, the Special Conditions of Contract, and Specific Conditions of Contract, the latter will prevail.	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT (GCC)

SCC35.3	The contract documentation as referred to in Clause 35.1 above, subject to Clause 35.2 above, supersedes and replaces any prior arrangements, contracts and understandings of any nature whatsoever that may exist between the parties with regards to any aspect, matter or thing referred to herein and shall be the sole record of the parties' rights and obligations <i>vis-à-vis</i> each other, in relation to the subject matter hereof.
SCC36	Occupational Health and Safety when working on site
SCC36.1	The contracted party's personnel performing work at the procuring institution's premises as part of this contract are required to undergo safety induction.
SCC36.2	Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, ('the Act'), the contracted party will be required to comply with all relevant health and safety written instructions given to them by the procuring institution's site safety personnel, where relevant.
SCC36.3	Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the procuring institution's work site.
SCC36.4	The contracted party's personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the procuring institution premises.
SCC36.5	The contracted party, once signing the contract, is responsible for itself, its employees, and all persons affected by its operations in terms of the Act and regulations promulgated in terms thereof.
SCC36.6	The contracted party must perform all work and use equipment on site in compliance with the provisions of the Act.
SCC36.7	Where applicable, the contracted party must submit its Letter of Good Standing in terms of the COID Act to the procuring institution, and must ensure that it remains valid for the initial period.
SCC36.8	Where applicable, the contracted party must maintain a health and safety plan complying with the requirements of the Act at the procuring institution premises during the period that the contract is rendered at the procuring institution's premises.
SCC36.9	The procuring institution will manage the contracted party in its capacity to execute this contract to meet the provisions of the Act and the Regulations promulgated in terms thereof.
SCC36.10	The contracted party shall accept liability for any contraventions of the Act.
SCC36.11	Each member of the contracted party's team (including personnel and sub-contractors), must submit a signed indemnity form prior to entering the procuring institution's premises,
SCC36.12	The contracted party must keep the signed indemnity form in the contracted party's health and safety file.

BIDDER'S ELIGIBILITY QUALIFICATIONS

The bidder must meet the following minimum requirements:

1. Be registered with the Department of Higher Education and Training (DHET) and offer programmes accredited by the relevant quality council/ professional body. Public universities are deemed registered.
2. SETA registered and offer programmes accredited by the relevant Authority (applicable to SETA registered entities).
3. Detailed CVs of the prospective facilitators, indicating their experience and capabilities to facilitate the programmes, including relevant registrations. (In a case of a replacement of a resource during the contract duration, the replacement resource should be similar to the one provided on the proposal).
4. Detailed listing of modules offered and assigned to prospective facilitators.
5. Have at least five (5) written reference letters outlining management/leadership projects conducted within the last 60 months.
6. Provide an indication of having provided such a service at a similar organisation as NRF (Include the contact details of these references for verification purposes).
7. The project manager must have a minimum of five (5) years' experience in managing Leadership Development Programmes.
8. The project manager must have at a minimum qualification of a Diploma in Project Management at NQF Level 6 / or an equivalent qualification with project management as a module.
9. The bidder must provide a cross-verification of the proposed modules (copy of the learner materials detailing what each module entails).
10. The bidder facilitates the delivery of the programme and must provide evidence of its facilitation methodology and program including, but not limited to:

- 10.1. Planning and customization (Co-design the programme content aligned to the NRF strategy, Leadership Framework and the proposed modules).
- 10.2. Action learning and coaching (Modular delivery with action learning, coaching and continuous feedback loops)
- 10.3. Onboarding (engaging in the launch events and orientation to the Learning Management System (LMS) and programme Objectives.
- 10.4. Continuous assessment, with second chances available as needed.
- 10.5. Recognition of prior work completed.
- 10.6. Monitoring, Reporting and Evaluation (quarterly reports to the NRF, formative and summative assessments and end of module reflections).
- 10.7. Issuing of Certification and statement of results within a month after completion.
- 10.8. Graduation and close-out ceremony (Certification and pinnacle presentations of the Business-Action Learning (BDAL) projects.
- 10.9. Provide delegates and NRF with periodic updates, i.e. Quarterly. For example, on participants' commitment, absenteeism or any challenges that might be picked up.
- 10.10. Provide a detailed project plan with a methodology and process to be adopted in the implementation and assessment of the programmes including a clear project implementation plan.
11. Accommodation and travel costs for facilitators must be specified separately to the Bid Price as they will be reimbursed by the NRF separately in line with the NRF travel policy.
12. Provide training facilities conducive for the effective and efficient delivery of the programme (for contact sessions), which includes but not limited to venue, catering etc. (The NRF to host the Graduation Ceremony.
13. Bidders must provide detailed information on geographical location / facility (The bidder must be able to deliver training in the major cities) (the training venue will be determined by where the majority of delegates are based)
14. The service provider to accommodate rescheduled or deferred attendance with due notice and without penalty.

SUBCONTRACTING CONDITION

If the bidder intends to subcontract any part of the work, both bidder and the subcontractor must comply with the specified requirements outlined in this Bid Invitation.

Such subcontracting must be agreed with the NRF prior to implementation where such subcontracting occurs during the contract period.

Where the bidder indicates subcontracting, full details must be provided with the bid submission,

DOCUMENTS REQUIRED TO BE SUBMITTED

The bidder is to complete this table and to supply the necessary page references to the supporting documentation. A bidder failing to adequately provide any of the stipulated documents is automatically disqualified.

(M – Mandatory); (O – Optional)	Submitted		Bid Reference	Section Reference to Bidder's document	DECISION TREE
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3; 68		GO/NO GO
Bidder's Disclosure (SBD 4), signed, and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 62		GO/NO GO
Pricing Schedule (SBD 3.2) signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 55 to 60		GO/NO GO
Detailed pricing schedules and supporting documents	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 55 to 60		GO/NO GO
Preference Points Claimed (SBD 6.1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 64		GO/NO GO
B-BBEE Certificate / Sworn Affidavit	O	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 64		GO/NO GO
The bidder or service provider must provide their CSD documents and tax compliance certificates.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 4		GO/NO GO

EVALUATION DECISION MATRIX – STAGES 1 AND 2

Rating	Definition	Rating
Excellent	<ul style="list-style-type: none"> • Exceeds the requirements, exceptionally demonstrated the ability, understanding and experience, skills, resource and quality measures required to provide the goods/services; or • More than 8 years of facilitation experience; or • 8-10 years' experience in rendering similar programmes; or • Submitted between 8-10 reference letters for similar scope of work; or • More than 8 years' experience managing leadership development programmes; or • Holds an Honours or postgraduate qualification with Project Management specialization and relevant certification 	5
Good	<ul style="list-style-type: none"> • Satisfies with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the good and services; or • 6 and 8 years of facilitation experience; or • 6-8 years' experience in rendering similar programmes; or • Submitted between 6-8 reference letters for similar scope of work or • 6–8 years of experience in similar programme management; or • Holds a Bachelor's degree with a formal Project Management qualification or additional certification 	4

Acceptable	<ul style="list-style-type: none"> • Satisfies the requirements. Demonstration by the supplier of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide goods/services, with supporting evidence; or • Minimum 5 years of relevant facilitation experience; or • 5 years' experience in rendering similar programmes; or • Submitted a minimum of five (5) reference letters for similar scope of work; or • Minimum 5 years of relevant project management experience; or • Holds a Diploma in Project Management at NQF Level 6 or equivalent qualification with Project Management as a module 	3	
Minor Reservation	<ul style="list-style-type: none"> • Satisfy the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide goods/services with little or no supporting evidence. 	2	
Serious Reservation	<ul style="list-style-type: none"> • Satisfy the requirement with minor reservations. Some major. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resources, and quality measures required to provide goods/services with little or no supporting evidence. 	1	
Unacceptable	<ul style="list-style-type: none"> • No relevant data/information to make an informed decision 	0	

EVALUATION OF OUTPUT FUNCTIONALITY – STAGE 1

Criteria	Indicators	Sub-criteria	Rating	Scoring Allocation
Approach and Methodology	The bidder must submit a comprehensive, context-responsive project plan outlining their implementation and assessment methodology for the Management Development Programmes. This also includes the following and alignment to NRF's strategic goals (Vision 2030): <ul style="list-style-type: none"> • Planning, • Project phases, • Timelines, • Stakeholder engagement processes, • Communication and reporting • Risk Management • Monitoring and evaluation mechanisms for impact tracking 	The approach and methodology provide an extensive overview of the MDP including alignment to NRF's Vision 2030 and covers <u>all and additional aspects</u> discussed under the heading indicators.	5	20
		The approach and methodology provide an extensive overview of the MDP including alignment to NRF's Vision 2030 and covers <u>all aspects</u> discussed under the heading indicators.	4	16
		The approach and methodology provide a generic overview and covers <u>some aspects</u> discussed under the heading indicators.	3	12
		The approach and methodology provide no overview and covers <u>no aspects</u> discussed under the heading indicators.	2	8
		The Bidder has not submitted information	1	4

Criteria	Indicators	Sub-criteria	Rating	Scoring Allocation
Capability and experience of the proposed Facilitators	The proposed facilitators must have at least five (5) years in facilitating Executive / Leadership and management development programmes.	Facilitators with at more than 8 years in facilitating Executive / Leadership and management development programmes.	5	20
		Facilitators with at least 6 to 8 years in facilitating Executive / Leadership and management development programmes.	4	16
		Facilitators with at least 5 years in facilitating Executive / Leadership and management development programmes.	3	12
		Facilitators with at least 4 years in facilitating Executive / Leadership and management development programmes.	2	8
		Facilitators with less than 4 years in facilitating Executive / Leadership and management development programmes.	1	4

Criteria	Indicators	Sub-criteria	Rating	Scoring Allocation
Service Provider Experience	<ul style="list-style-type: none"> - The bidder must have a minimum of five (5) years' practical experience in conducting Executive / Leadership and management development programmes (Detailed company background which clearly outlines when the company was established, and similar projects delivered since its establishment) - Detailed company background which clearly outlines when the company was established, and similar projects delivered since its establishment. 	The bidder must demonstrate practical experience and outcomes as well as the impact on similar projects delivery.	5	20
		The bidder must have relevant experience and the learning material content in conducting Executive / Leadership and Management programmes	4	16
		The bidder's ability to demonstrate the learning methodology framework, learning tools and content quality	3	12
		The bidder's ability to prove how they managed similar project, governance and stakeholder engagement.	2	8
		Provide client credible references, sustainability on similar projects	1	4

Criteria	Indicators	Sub-criteria	Rating	Scoring Allocation
Alignment of modules to the NRF VISION 2030	<p>The bidder must provide a cross-verification of the in line with the proposed modules (Copy of the learner materials detailing what each module entails) quality of the content will be evaluated.</p> <ul style="list-style-type: none"> - Modules explicitly mapped to NRF strategic goals (e.g. transformation, innovation, global competitiveness, excellence, capacity building, global impact) - Content integrates NRF key enablers (e.g. DEI, digital transformation, strategic partnerships, and stakeholder responsiveness). - Learning outcomes are mapped in line with the proposed modules while aligning to the NRF VISION 2030. 	<p>The bidder must demonstrate how the programmes directly support the NRF strategic goals, explicit mapping of the modules learning outcome to NRF strategic objectives</p>	5	10
		<p>Bidder's demonstration of evidence in executive leadership strategy, experience in digital transformation and proven success with similar learning delivery and industries relevant to NRF's related sectors.</p>	4	8
		<p>Demonstrate DEI and inclusive delivery metrics across programmes design, the assurance of broad participation from diverse groups and measure of DEI programme outcomes.</p>	3	6
		<p>Ability to leverage on external strategic partnership and alignment with NRF's ecosystem goals.</p>	2	4
		<p>Bidder's ability to demonstrate the relevant learning design quality and assessment.</p>	1	2

Criteria	Indicators	Sub-criteria	Rating	Scoring Allocation
Written Reference letters	Three (3) written references Reference letters in the correct format for whom the bidder has completed similar scope of work within the last sixty (60) months.	Bidder provided 8 to 10 written references with outstanding references in providing similar work.	5	10
		Bidder provided 6 to 8 written references with excellent references in providing similar work.	4	8
		Bidder provided 5 written references with good references in providing similar work.	3	6
		Bidder has limited experience in providing similar work.	2	4
		Bidder has no experience in providing similar work.	1	2
Project Manager's Experience	The project manager must have a minimum of five (5) years' experience in managing Leadership Development Programmes	The project manager has more than 8 years' experience in managing Leadership Development Programmes	5	10
		The project manager has 6 to 8 years' experience in managing Leadership Development Programmes.	4	8
		The project manager has 5 years' experience in managing Leadership Development Programmes.	3	6

		The project manager has less than 5 years' experience in managing Leadership Development Programmes.	2	4	
		The project manager has no relevant qualifications as per the evaluation criteria title.	1	0	
Project Manager's Qualification	The project manager must have at a minimum qualification of a Diploma in Project Management at NQF Level 6 / or an equivalent qualification with project management as a module.	The Project manager holds an Honours or postgraduate qualification with project management specialization and relevant certificate.	5	10	
		The Project manager holds a Bachelor's degree with a formal project management qualification or additional certificate.	4	8	
		The project manager holds a Diploma in Project Management at NQF Level 6 / or an equivalent qualification with project management as a module.	3	6	
		The project manager has no relevant qualifications as per the evaluation criteria title.	0	0	
TOTAL POINTS FOR FUNCTIONALITY				100	
<p>Bidders that meet the minimum threshold of <u>75</u> points on stage 1 to proceed to the next stage, being the evaluation of their proposal presentation especially their proposals demonstrating how they intend to implement the key aspects outlined in the interview criteria. Bidders are encouraged to make available members of the proposed project team and facilitators in the presentation to provide a clearer picture of delivery capability and team composition.</p>					

EVALUATION OF OUTPUT FUNCTIONALITY – STAGE 2 PRESENTATION

Selection Element	Indicator	Bid Reference	Section	Weighting Point Allocation (A)	Evaluator's Score	TOTAL SCORE
PROJECT MANAGEMENT	End-to-end lifecycle, risk mitigation, and M&E frameworks)	Bidder's Qualifications	Eligibility on page 42	15		
APPROACH AND METHODOLOGY OF THE ACTUAL PROGRAMME DELIVERY	Visual demonstration of the proposed methodology, innovation in virtual tools, and practical application of modules	Bidder's Qualifications	Eligibility on page 42	25		
ALIGNMENT OF MODULES TO THE NRF VISION 2023	Clear mapping of modules to NRF strategic outcomes	Bidder's Qualifications	Eligibility on page 42	10		
PROGRAMME MODULES	Outline how they will incorporate the above module taking into consideration the NRF strategic Plan and VISION 2030	Bidder's Qualifications	Eligibility on page 42	20		

Learning Management System (LMS)	Fit for purpose system that is user friendly and reliable. (Live demonstration of the bidder's LMS, including on boarding and support features)	Bidder's Eligibility Qualifications on page 42	20			
TEAM INTRODUCTION	Assessment of the facilitators and project team from their shared insights, approach, and commitment to NRF	Bidder's Eligibility Qualifications on page 42	10			
TOTAL POINTS FOR FUNCTIONALITY			100			
Bidders that meet the minimum threshold of <u>75</u> points on stage 2 to proceed to the PPPFA Price Competition Stage.						

PRICING CONDITIONS OF CONTRACT FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined in the following price conditions.

1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Price Adjustment Rules: The business unit will not consider any other unit price variations. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence.
8.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	Delivery Points are: Meiring Naude Road, Brummeria, 0001
10.	Travel and accommodation costs are reimbursed in accordance with the NRF's Travel Policy.

BID PRICE SCHEDULE FOR SERVICES (SBD 3.2) FOR YEAR ONE (1)

Submit pricing in a separate envelope (stand-alone)

#	Quantity	Description	Unit of Measure	Unit Price	Total Price										
1	4	Programme Customisation	Per Programme	R	R										
	1	On boarding	Per Programme	R	R										
2	4	Delivery of the Programme assuming the following; <table border="1" style="margin-left: 20px; width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Programme</th> <th style="width: 50%;">No. of delegates</th> </tr> </thead> <tbody> <tr> <td>EDP</td> <td style="text-align: center;">10</td> </tr> <tr> <td>SMDP</td> <td style="text-align: center;">15</td> </tr> <tr> <td>NMDP</td> <td style="text-align: center;">20</td> </tr> <tr> <td>FMDP</td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	Programme	No. of delegates	EDP	10	SMDP	15	NMDP	20	FMDP	20	Per Programme	R	R
Programme	No. of delegates														
EDP	10														
SMDP	15														
NMDP	20														
FMDP	20														
3	65	Provision of the Learning material and access to necessary systems	Per Programme	R	R										
4	65	Certification	Per Programme	R	R										
5	*65	Graduation Ceremony and Gowns	Per Programme	R	R										
Total Cost is determined by multiplying quantity by unit price for all items					R										
Plus, Value Added Tax (VAT) @15%					R										
Total Including VAT For Year One (1)					R										
<p>Please Note:</p> <p>Training facilities/venue to be costed as an option below.</p>															

BID PRICE SCHEDULE FOR SERVICES (SBD 3.2) FOR YEAR TWO (2)

Submit pricing in a separate envelope (stand-alone)

#	Quantity	Description	Unit of Measure	Unit Price	Total Price										
1	4	Programme Customisation	Per Programme	R	R										
	1	On boarding	Per Programme	R	R										
2	4	Delivery of the Programme assuming the following; <table border="1" style="margin-left: 20px; width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Programme</th> <th style="width: 50%;">No. of delegates</th> </tr> </thead> <tbody> <tr> <td>EDP</td> <td style="text-align: center;">10</td> </tr> <tr> <td>SMDP</td> <td style="text-align: center;">15</td> </tr> <tr> <td>NMDP</td> <td style="text-align: center;">20</td> </tr> <tr> <td>FMDP</td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	Programme	No. of delegates	EDP	10	SMDP	15	NMDP	20	FMDP	20	Per Programme	R	R
Programme	No. of delegates														
EDP	10														
SMDP	15														
NMDP	20														
FMDP	20														
3	65	Provision of the Learning material and access to necessary systems	Per Programme	R	R										
4	65	Certification	Per Programme	R	R										
5	*65	Graduation Ceremony and Gowns	Per Programme	R	R										
Total Cost is determined by multiplying quantity by unit price for all items					R										
Plus, Value Added Tax (VAT) @15%					R										
Total Including VAT For Year Two (2)					R										
<p>Please Note:</p> <p>Training facilities/venue to be costed as an option below.</p>															

BID PRICE SCHEDULE FOR SERVICES (SBD 3.2) FOR YEAR THREE (3)

Submit pricing in a separate envelope (stand-alone)

#	Quantity	Description	Unit of Measure	Unit Price	Total Price										
1	4	Programme Customisation	Per Programme	R	R										
	1	On boarding	Per Programme	R	R										
2	4	Delivery of the Programme assuming the following; <table border="1" style="margin: 5px auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Programme</th> <th style="width: 30%;">No. of delegates</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">EDP</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">SMDP</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">NMDP</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">FMDP</td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	Programme	No. of delegates	EDP	10	SMDP	15	NMDP	20	FMDP	20	Per Programme	R	R
Programme	No. of delegates														
EDP	10														
SMDP	15														
NMDP	20														
FMDP	20														
3	65	Provision of the Learning material and access to necessary systems	Per Programme	R	R										
4	65	Certification	Per Programme	R	R										
5	*65	Graduation Ceremony and Gowns	Per Programme	R	R										
Total Cost is determined by multiplying quantity by unit price for all items					R										
Plus, Value Added Tax (VAT) @15%					R										
Total Including VAT For Year Three (3)					R										

Please Note:

Training facilities/venue to be costed as an option below.

CALCULATING TOTAL BID PRICE FOR THREE YEARS

Total Contract Value (Inclusive of all Applicable Taxes) – Year 1 + 2 + 3

R

****NB:** Above mentioned values are estimated and the NRF does not guarantee nor commit to full enrolment as per the numbers on the pricing schedule.

OPTIONAL ITEM

- (This item is depended on the number of assessments for retakes / second chances and will only be requested as and when a need arises)
- Training facilities/venue will be costed as and when a need arises for such and shall be negotiated between the winning bidder and the NRF.

#	Quantity	Description	Unit of Measure	Unit Price	Total Price
1	1	Provision of second chances for assessment	Each	R	R
1	1	Training Facilities/Venues	Each	R	R

REFERENCE LETTER FORMAT – OPTIONAL TEMPLATE

Referee Letterhead

Referee Legal Name:

REFERENCE ON COMPANY:

BID NUMBER:

Bid Description:

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
<i>Professionalism</i>			
<i>Completion times</i>			
<i>Satisfaction with work done</i>			
<i>Communication</i>			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Contact Telephone Number:

Date:

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 is 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 in respect of employees of the State

2.1 Is the bidder or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state?

YES/NO

If so, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identity Number	Name of State institution

3. Bidders' disclosure in respect of independent bidding

I, the undersigned, 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 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.
- 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.

- 3.5 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.
- 3.6 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.
- 3.7 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 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 state for a period not exceeding 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 ABOVE IS CORRECT AND ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE.

SBD 6.1 – PREFERENCE POINTS CLAIM FORM AS PER THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.2.

3.3. THE 80/20 OR 90/10 PREFERENTIAL POINT SYSTEM

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

○ **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

▪ **POINTS AWARDED FOR PRICE**

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

● **POINTS AWARDED FOR SPECIFIC GOALS**

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of —
 1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must submit a B-BBEE certificate/ Sworn affidavit to claim points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
B-BBEE Level 1	20	
B-BBEE Level 2	18	
B-BBEE Level 3	14	
B-BBEE Level 4	12	
B-BBEE Level 5	8	
B-BBEE Level 6	6	
B-BBEE Level 7	4	
B-BBEE Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm
- Company reregistration number:

- TYPE OF COMPANY / FIRM
 - Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

[TICK APPLICABLE BOX]

- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 1. disqualify the person from the tendering process;
 2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 3. 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;
 4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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
 5. forward the matter for criminal prosecution, if deemed necessary.

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. Bidder's responses to this Bid Invitation;
3. Bidder's SBD 1, SBD3.1, SBD4, and SBD6.1; and
4. General and Special Conditions of Contract

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation

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 (SBD1, SBD 3.1, SBD 4 and SBD 6.1) 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

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:¹

- 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

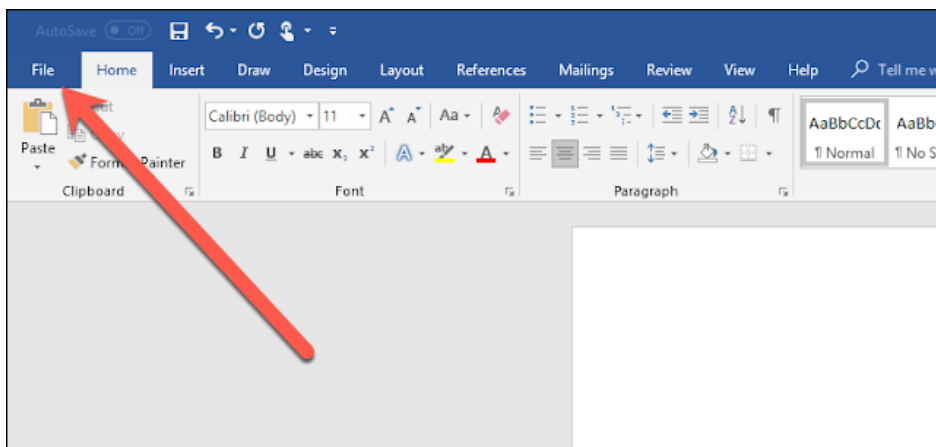
¹ SANS 10845-1 paragraph 4.7

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

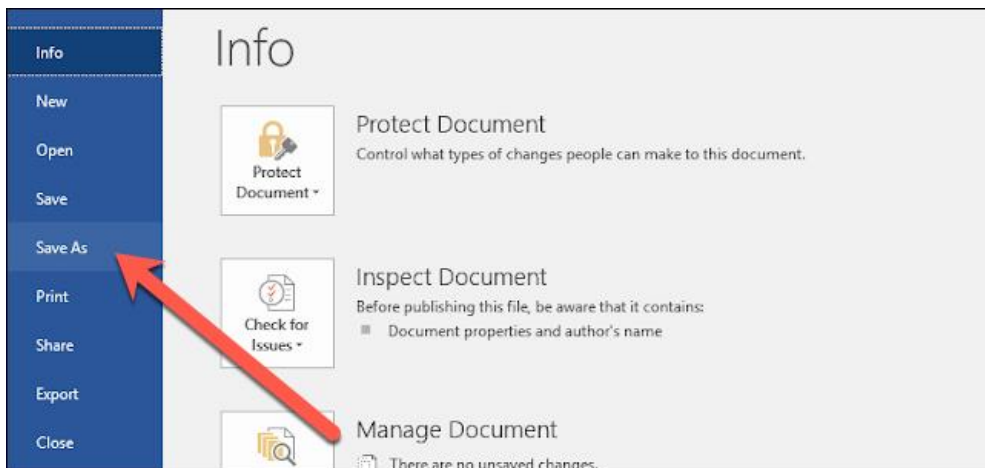
2. GUIDELINES

Converting to pdf

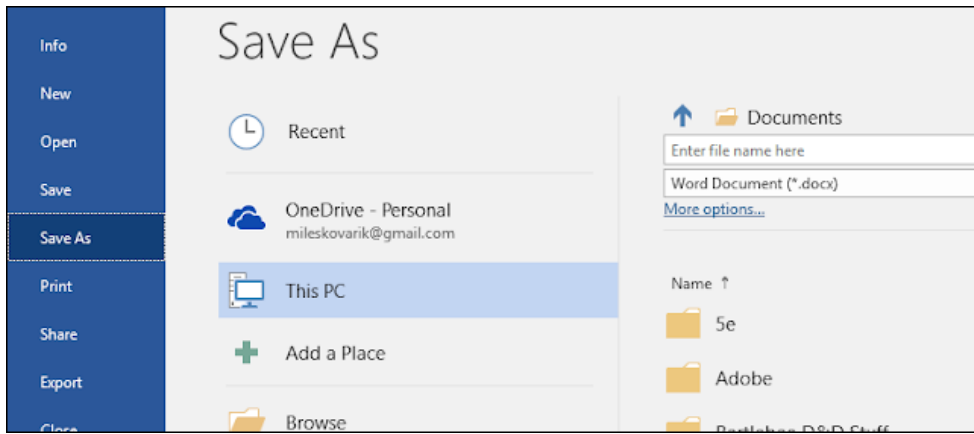
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the “File” tab.



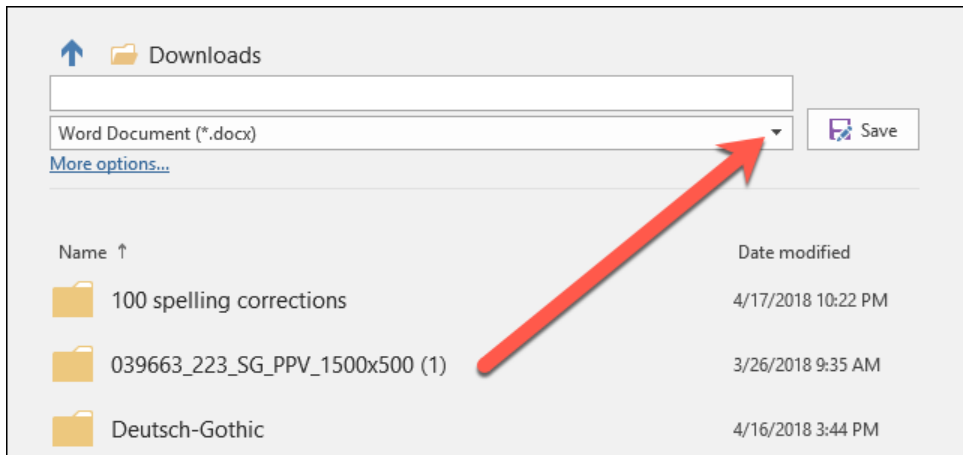
- On the backstage screen, select “Save As” from the list on the left.



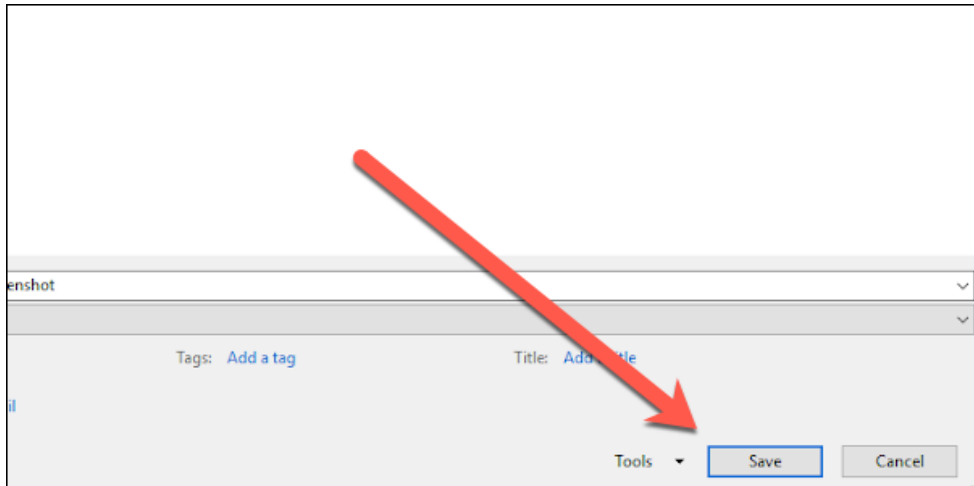
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



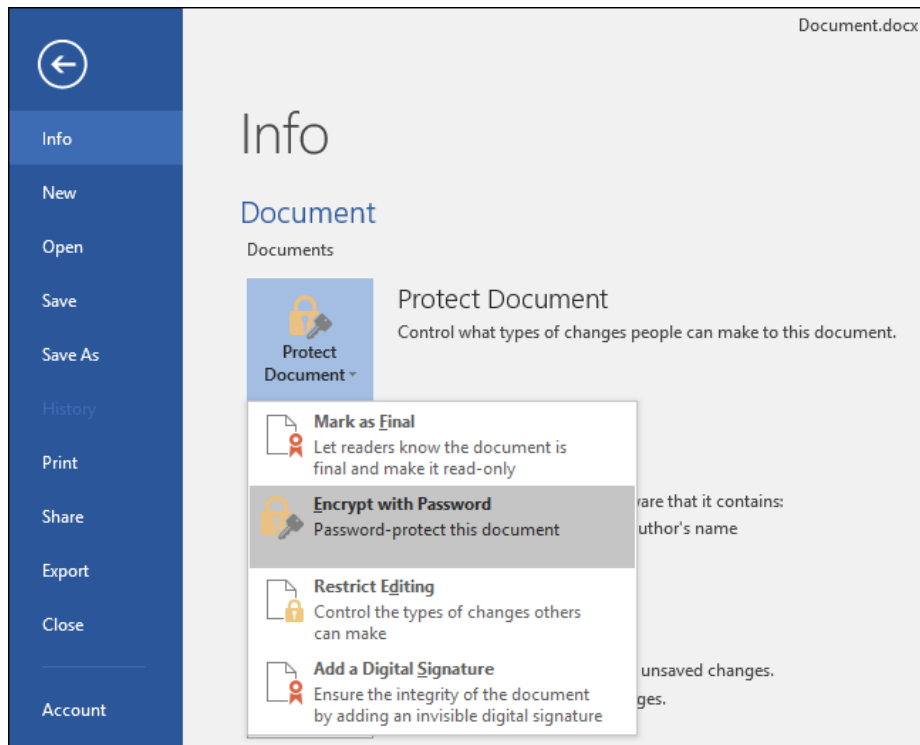
- If you want to, you can change the filename at this time. When you’re ready, click the “Save” button.



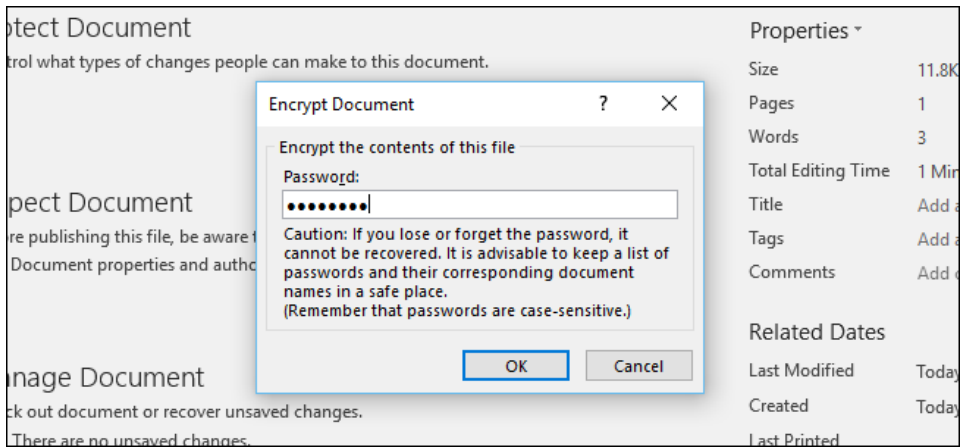
- After saving the PDF, you’ll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

Password protecting files

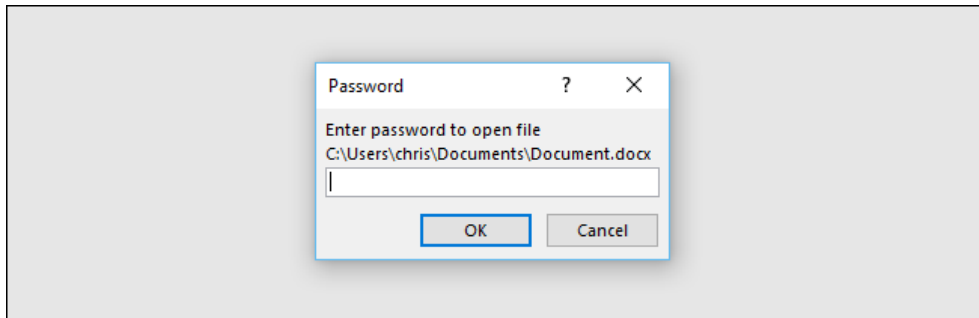
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the “File” menu at the top-left corner of the screen. On the Info pane, click the “Protect Document” button and select “Encrypt with Password.”
- The button is only named “Protect Document” in Microsoft 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.



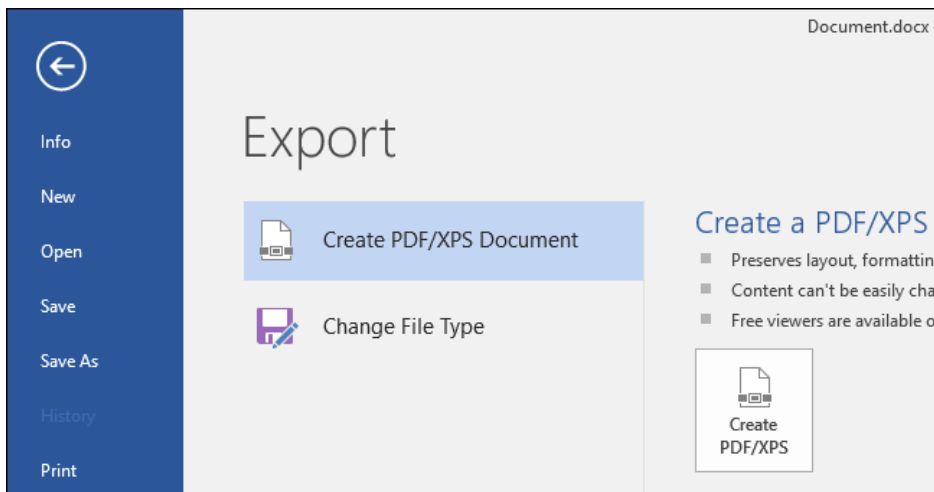
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen. The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



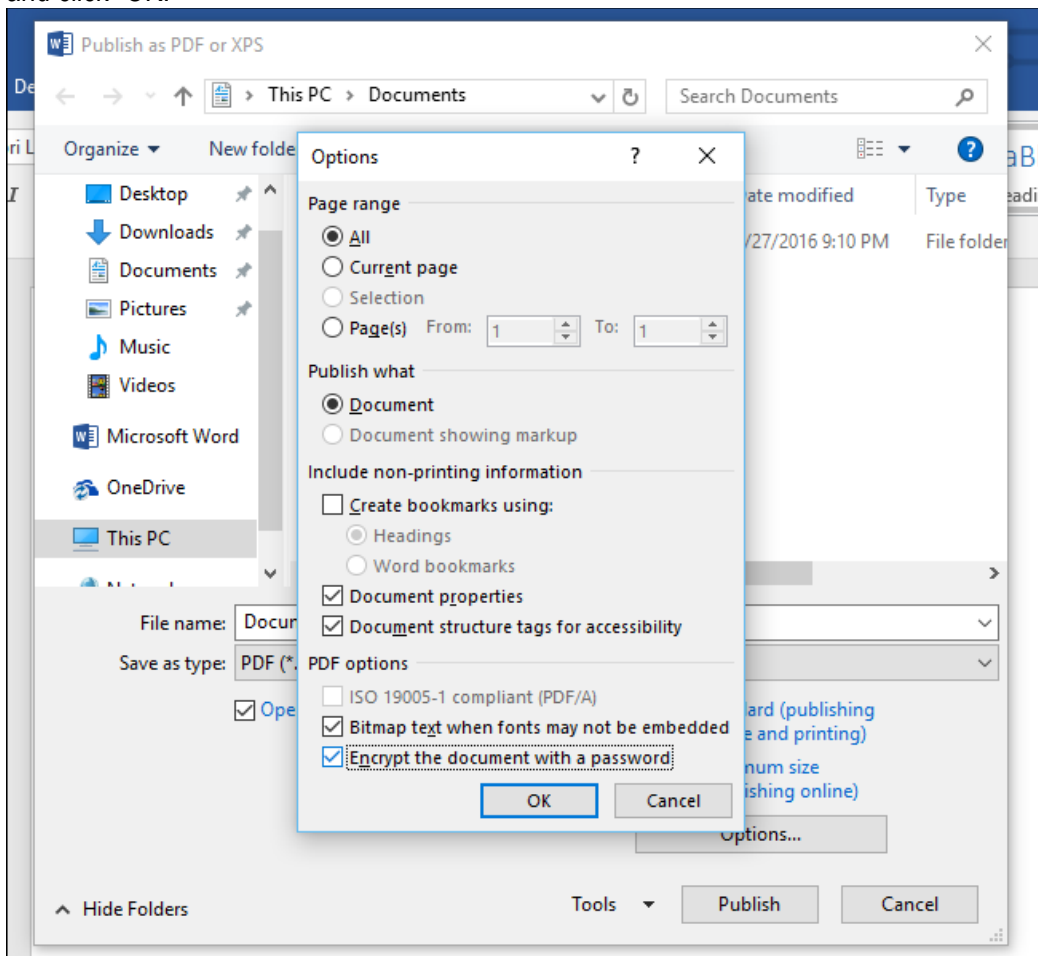
- To remove the password protection from a document, click the "Protect Document" button and select "Encrypt with Password" again. Enter a blank password and click "OK." Office will remove the password from the document.

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.

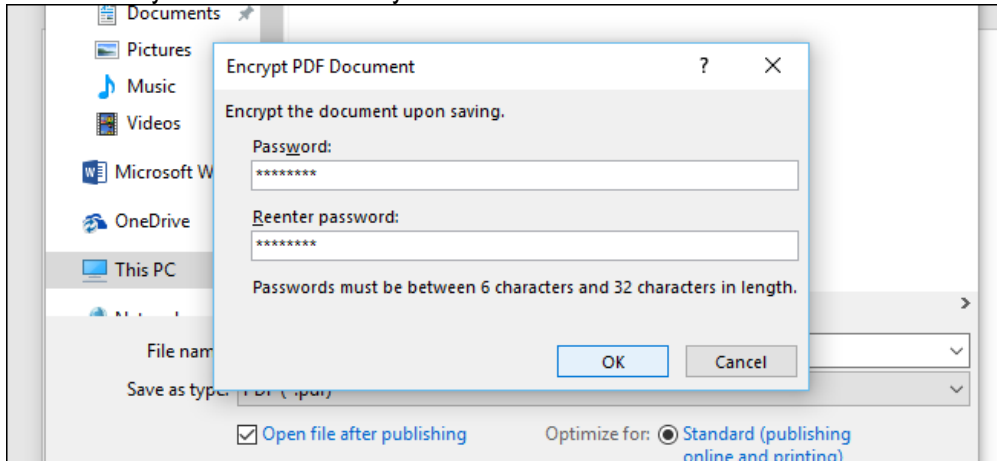


- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”

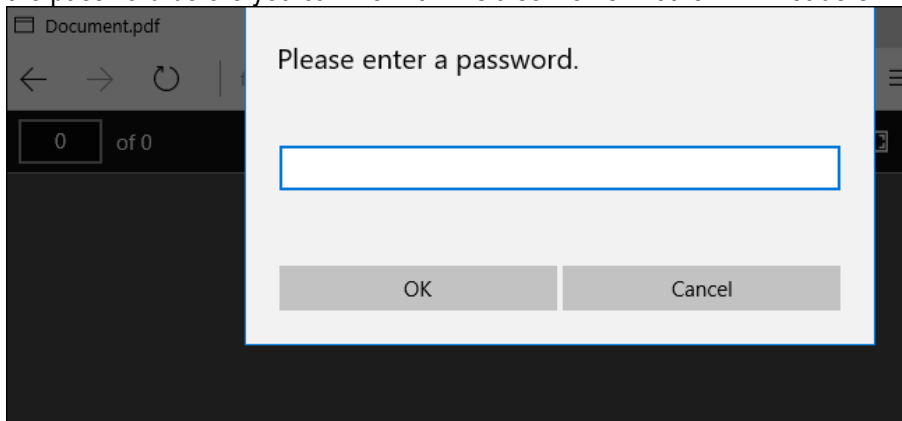


- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.

- **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.

