



**National
Research
Foundation**

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS DESCRIPTION		
THE APPOINTMENT OF A SERVICE PROVIDER TO OFFER CAPACITY DEVELOPMENT ON RESEARCH AND GRANTS MANAGEMENT FOR THE SCIENCE GRANTING COUNCILS INITIATIVE IN SUB-SAHARAN AFRICA (SGCI) FOR A PERIOD OF THREE YEARS.		
Bidder Name:		
Number:	NRF/CORP SPP/02/2022-23	
Closing Date	26 September 2022	
Closing Time:	11:00 am (SAST)	
Electronic Submission	Size of the email (document): 20MB. If files must be split, they must be numbered sequentially.	
Email Address	bids@nrf.ac.za Emailed PDF file name format is "Bid Number / Supplier Name" Refer <i>Annexure A</i> for guidance on electronic submissions.	
Proposals	One attachment that contains the technical proposal and pricing schedule	
Enquiries are directed in writing to:		
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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded applicant. 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, it builds 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.

BACKGROUND TO THE SGCI

Science Granting Councils (and related organizations such as Commissions and Funds) perform crucial functions that contribute to the effective and efficient functioning of national science systems. These functions vary from country to country but include the following: disbursement of grants for research, development and innovation (RDI), building research capacity through scholarships and bursaries, setting and monitoring research agendas and priorities, issuing research permits, formulating/ revising national STI policies, providing policy advice to governments, managing bilateral/ multilateral STI agreements, and monitoring and assessing the impacts of publicly funded research and as well as research funded from other sources.¹

The SGCI was launched in April 2015 to strengthen the capacities of Councils to support research and evidence-based policies that can contribute to economic and social development. *Box 1* presents the 17 SGCI participating countries in Eastern, Western and Southern Africa that have partnered with the SGCI to implement the Initiative. The SGCI is supported by the following funding partners: United Kingdom's Foreign, Commonwealth and Development Office (FCDO), Canada's International Development Research Centre (IDRC), South Africa's National Research Foundation (NRF), the Swedish International Development Cooperation Agency (Sida), the German Research Foundation (DFG) and the Norwegian Agency for Development Cooperation (Norad). The NRF and IDRC oversee the implementation of the Initiative.

Box 1: SGCI participating countries

Kenya, Rwanda, Uganda, Tanzania, Ethiopia, Côte d'Ivoire, Burkina Faso, Senegal, Sierra Leone, Ghana, Nigeria, Zambia, Mozambique, Malawi, Namibia, Zimbabwe, Botswana

The SGCI has been implemented in two phases: SGCI-1 (2015-2020) and SGCI-2 (2018-2025). SGCI-1 focused on strengthening the ability of the Councils to a) manage research; b) design and monitor research programs, and to formulate and implement policies based on the use of STI indicators; c) support knowledge exchange with the private sector, and d) establish partnerships among Councils and with other science system actors. SGCI-2 is deepening ongoing work with the Councils in areas related to those covered under SGCI-1. Several dimensions have been included to give effect to research excellence, strategic communications/

¹ Mouton, J., J. Gaillard, and M. van Lill (2014). Science Granting Councils Sub-Saharan Africa: Final Technical Report (p. 8)

uptake of knowledge outputs, gender equality and inclusivity, engaging with research performing institutions, and private sector engagement. **Box 2** presents the SGCI-2 themes.

The SGCI's overarching theory of change (TOC) depicts how the Initiative's Themes are linked to corresponding expected outputs, and how these outputs contribute to the outcome and impact. The outcome expected in the medium-term is effective investments by the Councils in research, development, and innovation, while the long-term impact are strong national science systems that contribute to economic and social development in sub-Saharan Africa.

Capacity strengthening and other forms of technical support are achieved through customized coaching as well as group training courses and workshops implemented by teams of Collaborating Technical Agencies (CTAs) (either in-person or based on online platforms). Research projects are also funded jointly with participating Councils and managed either by the Councils or through a CTA. In addition, the SGCI provides opportunities for peer-to-peer exchange and learning between and among staff of Councils.

Box 2: SGCI-2 Themes

Theme 1 – Strengthening the ability of Science Granting Councils to manage research

Theme 2 – Strengthen the Capacity of Science Granting Councils to use of data and evidence in policy and decision making

Theme 3 – Supporting the ability of Science Granting Councils to fund research and innovation

Theme 4 – Supporting strategic communications, uptake of knowledge outputs and networking

Theme 5 – Strengthening the capacities of Science Granting Councils in gender and inclusivity

Monitoring, evaluation, and learning (MEL) continues to be a key element in the implementation of the SGCI. Various approaches are used to capture data, measure progress against indicator targets of the Initiative's logical framework and ensure that lessons are shared among all stakeholders. Regional Meetings and Annual Forums provide opportunity for on-going joint review and reflection by the Councils, the CTAs, and the funders, while an Annual Review process brings together the SGCI funding partners to review progress made and draw recommendations for subsequent implementation periods.

The SGCI's governance structure includes an Executive Committee (EC) responsible for high-level oversight, a panel of advisors (POA) to provide strategic guidance and identify networking opportunities, a Councils Committee (CC) to ensure greater engagement of participating Councils, and the Initiative Management Team (IMT) responsible for the day-to-day management of the SGCI and comprising the IDRC and NRF. Further information on the SGCI can be found on the [SGCI website: https://sgciafrica.org/](https://sgciafrica.org/)

THE NEED FOR THIS PROCUREMENT

The SGCI invites project proposals from organisations (including think-tanks, institutes, universities, and agencies) with proven experience and track record to support Science Granting Councils in research management. The successful organization² will enter into an agreement with the NRF for the SGCI project to be implemented for three (3) years.

² A consortium of two or more organizations may apply but NRF will enter into an agreement with the lead organization

CONTEXT OF THIS PROCUREMENT

This project aims to build on work that has already been undertaken under SGCI-1 and SGCI- 2 to support SGCs to strengthen research management capacities. This work will build on and contribute to the SGCI expected outcome to support more effective research management practices among SGCs.

During SGCI-1, the project on research management was implemented by the Southern African Research and Innovation Management Association (SARIMA) in partnership with the Centre for Research on Evaluation, Science and Technology (CREST), the Association of Commonwealth Universities (ACU), Central African Research and Innovation Management Association (CARIMA), West African Research and Innovation Management Association (WARIMA) and East African Research and Innovation Management Association (EARIMA). The project's five strategic areas were: needs and capacity assessment; sustainable research management capacity strengthening of SGCs – professional development and training; sustainable research management capacity strengthening of SGCs – support of a collaborative platform; benchmarking of participating SGCs through an online benchmarking tool; and knowledge management and dissemination.

Box 3: Select highlights on research management from SGCI-1

- A needs and capacity assessment report were produced.
- Over 200 participants (on average 20 staff per SGC) received onsite training on research and grants management.
- A high-quality research competition/ call guideline (in English, French and Portuguese) was published and was used to guide the onsite training and technical assistance activities.
- Consequently, evidence was gathered over the course of SGCI-1 indicating that the SGCs in Mozambique, Namibia, Kenya, Uganda, Rwanda, and Tanzania, specifically through the suite of interventions by SARIMA, were strengthened to conduct high quality research competitions.
- A Research Grants Management Manual was developed as a lasting sustainability tool from SGCI-1.
- The SGCI supported SARIMA to significantly progress towards professional recognition of research managers.
- Six (6) online courses with accompanying course guides (focus on research grants and contracts management; programme evaluation; intellectual property, technology transfer and commercialisation; gender in science, technology, and innovation; research ethics and integrity) were developed in collaboration with the University of the Witwatersrand and offered to 67 SGC staff across 13 SGCI participating councils.
- Fourteen (14) SGCs participated in the technical assistance visits, which covered online grant management systems; review and/or development of strategic, grants processes and high-quality research competition documents; and scientometrics.

SARIMA and collaborating partners engaged in the creation of knowledge through facilitating benchmarking visits to an established SGC, the NRF-South Africa, peer learning visits and development of a high research quality competition/ call guidelines and a generic grants manual was produced. Six University of Witwatersrand certified online courses on topics related to the basics of research management were developed and offered to SGC personnel. Since research management, as a profession, is still in its infancy, a facility was developed where staff of SGCs could request recognition as research management professionals. An online benchmarking exercise was also undertaken. The SGCs were supported to implement high quality research calls. Training interventions at individual SGCs involved the entire grants management cycle from developing a call to monitoring and evaluation as well as close out. **Box 3** presents the key highlights and achievements from SGCI-1 on research management.

In SGCI-2, the work on research management is being managed in three parts. The first part has been implemented with the leadership of the Association of African Universities (AAU). The overall goal of this project is to fortify the capability of Science Granting Councils in explicit areas of research management, namely research excellence (particularly the knowledge and use of tools such as Research Quality Plus framework), research ethics, emerging scientific practices (especially open data, open access and citizen science) and development of online grant management systems (including databases of peer reviewers). The five specific objectives of the project led by the AAU are to:

1. Provide training and technical support to the SGCs on research excellence and emerging scientific practices
2. Provide support for the design, development, and deployment of digitized grant management systems – including designing and implementing databases of national and regional peer reviewers.
3. Facilitate the design and writing of national/ regional studies intended at intensifying knowledge and implementation of research ethics in the African context – in partnership with the SGCs and relevant experts.
4. Facilitate and oversee development of various research frameworks, manuals, and procedures.
5. Facilitate opportunities and platforms for peer-to-peer learning among SGCs through staff exchanges and learning visits, with a specific focus on research excellence and emerging scientific practices.

The second component of the work on research management will be implemented by the Councils as part of the support provided to them to fund and manage research projects.

This project will be the third component of this work, focusing on the fundamentals of research and grants management, building on what was provided during SGCI-1 as well as the ongoing project managed by the AAU in SGCI-2 with additional areas such as the relationship between SGCs and research performing organisations as detailed below.

PART A – REQUEST FOR PROPOSALS REQUIREMENTS

SERVICES REQUIREMENT SPECIFICATIONS

The project aims to support research management at SGCs, with a focus on the fundamentals of research and grants management. The specific objectives are envisioned as follows:

- Assessment of SGC research and grants management practices as impacted by Covid-19, and in general.
- In-country SGC support on research and grants management through training and other forms of technical support.
- Coordinate learning visits and staff exchanges amongst SGCs, to NRF South Africa, and at least one SGCs outside of Africa.
- Support SGCs to implement mechanisms such as, designated authorities with research performing organisations to support seamless research and grants management support.
- Support dialogues, experience sharing, and pathfinding activities geared towards research and grants management in multilateral settings.
- Support dialogues, experience sharing, and pathfinding activities geared towards the seamless and coordinated use of IT systems to support research and grants management pipeline.
- Support SGCs to manage multilateral research competitions.
- Co-organise the annual academic symposia that showcases SGCI funded projects, with a specific focus on facilitating learnings regarding research and grants management and managing research competitions.
- Work closely and collaboratively with the other CTAs that will support additional research management activities at SGCs; and that support the other SGCI themes in a joined-up approach.
- Contribute to monitoring, evaluation, and learning.

BUDGET FOR THIS PROJECT

The budget available for this project is ZAR 5 million until December 2025. The pricing schedule included in this document shall be utilised for purposes of completing the project budget and should be submitted as a separate attachment to the technical proposal.

PROJECT APPROACH

The successful organisation will work closely with the Councils to support research management activities. This project will be implemented in close collaboration with all other components of SGCI-2 in a joined-up/ collaborative approach as per thematic areas abovementioned. It will also be important to ensure alignment with the Initiative's work on MEL and data management systems. The proposal should include a detailed description of how the project's implementation approach will take into consideration the unique circumstances created by the COVID-19 global pandemic. The project manager, based at the lead organisation, will be responsible for the project's technical/ financial management, reporting and other contractual obligations.

APPLICANT REQUIREMENTS

The project manager should come from the lead organisation submitting a proposal. The requirements for the project manager and project team members include the following:

- Experience in research management, preferably within the context of sub-Saharan Africa (minimum 3 years of experience).
- Experience in building and managing multilateral research partnerships (minimum 3 years of experience).
- Experience in working with and mediating engagements with multiple stakeholders (minimum 3 years of experience).
- Experience in the management of research funds and programs (minimum 3 years of experience).
- Experience in project monitoring (minimum 3 years of experience).
- Experience in synthesis of research results and development of knowledge products including journal articles, reports, books, and policy briefs (minimum 3 years of experience).
- Experience in implementing outreach activities for research impact (minimum 3 years of experience).
- Ability to work in both English and French is essential and teams without this capability will not be evaluated.
- Ability to work in Portuguese will be an added advantage.
- The lead organisation should be based in Sub-Saharan Africa.
- Project team members can comprise individuals and organisations based outside of Sub-Saharan Africa.

The project manager will be responsible as leader of the project and will be the main contact person between the NRF and the project team regarding implementation. The project manager should be clearly stated in the proposal.

EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

The technical proposals will be scored using a 100-point scale as follows to determine suitability of the proposed interventions and capacity strengthening strategy and plan. Technical proposals must score 75% and above to be considered.

- Background and justification (10%): Is the background clear and concise? Is there adequate contextual information on the project with a description on how strengthening the ability of Science Granting Councils (SGCs) to manage research will effect change? Does the proposal demonstrate a clear understanding of the SGCs and the SGCI work?
- Project objectives (5%): Are the objectives and corresponding activities sufficient to achieve the main project output?
- Capacity strengthening strategy and plan (35%): Does the proposal provide a clear and detailed capacity strengthening strategy and approach? Does it describe how the specific objectives as described in the Request for Proposals document will be implemented? Are there any innovative suggestions that will add value to the proposed activities as outlined in the Request for Proposals document? Is the implementation timeline feasible? Does the plan include strategies for integrating gender and inclusivity? Does the implementation approach adequately consider the implications of

Covid-19 on delivery? Is there clarity and soundness in the project approach, especially its appropriateness for the SGCs?

- Project team and partners (30%): Has the proposal put together a strong team with the skillset necessary to implement the project? Has the expertise and experience of team members in research management been adequately showcased? Is the project team bilingual? Is there adequate presence of project team members in Sub-Saharan Africa?
- Expected results and dissemination and links to other SGCI projects (20%): Is there a clear description of how the project will support synthesis of research results and development of various outputs emanating from the project including reports, journal articles, books and policy briefs and related outreach for impact? Does it explain how the project is linked to other relevant projects of the SGCI?
- Budget (5%): Is the budget clearly linked to the proposed activities?

This Request for Proposals contains information that references broad-based black economic empowerment (B-BBEE) and the Central Supplier Database. South Africa-based applicants are required to adhere to all the provisions as indicated. However, this is not a requirement for non-South African applicants.

APPLICATION INSTRUCTIONS

1. TECHNICAL PROPOSAL

Technical proposals (25 pages or less, excluding annexes) should be submitted electronically together with the mandatory returnable documents by (closing date). Proposals submitted after this deadline will not be accepted. Proposals should be submitted in English in PDF format. They should be concise and include the following elements:

- Title, name, address and contacts of the project leader and name and address of the applicant organisation
- Executive summary
- Project background and rationale
- Goal, specific objectives, key activities as well as links to other SGCI themes
- Capacity strengthening strategy and plan
- Expected results, dissemination and project-level monitoring and evaluation
- Gender equality and inclusivity as well as ethical considerations
- Risks and potential mitigation measures (this information can be presented in a table listing the major potential risks associated with the project implementation, as well their probability/ impact and potential management measures)
- Organisational profile(s) and key project personnel (include the responsibilities of each of the project team members)
- Short biodata of the project's key project team members (as annex).

2. APPLICANT EXPERIENCE

- Two written reference letters of work that the lead organisation has undertaken that is like this project in the last five (5) years. The reference letters must be dated, signed, and have the referring organisation's logo.
- Summary of previous work (at least two (2) examples) that is like this project that has been done in the last five (5) years.

ETHICAL REQUIREMENTS

In submitting a proposal, any real, apparent or potential conflict of interest and must be declared to the NRF.

CONTRACT PERIOD

The contractual period for this project is three (3) years commencing from the date of final signature on the contract following agreement of the project implementation plan.

CONTRACT MANAGEMENT

Following the selection process, a project implementation plan will be agreed upon, the basis upon which the contract will be managed. It is expected that the selected organisation will produce annual technical and financial reports as part of contract management.

PERFORMANCE MANAGEMENT

1.	The Performance Levels are in the table below.
2.	The NRF measures the contracted applicant's performance against these performance levels in the execution of the contract.
3.	The contracted applicant recognises that its failure to meet the performance levels has a material and adverse impact on the operations of NRF and that the damages from the contracted applicant's failure to meet any performance level is not susceptible to precise determination.
4.	The NRF excuses the contracted applicant 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.	<p>If the contracted applicant fails to meet any performance level:</p> <ol style="list-style-type: none">1. the contracted applicant and the NRF shall investigate and report on the root causes of the performance level failure.2. promptly correct the failure and begin meeting the set performance levels.3. 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, and4. take appropriate preventative measures to prevent the recurrence of the performance level failure.
6.	Both parties are responsible for monitoring and measuring the performance of the contracted applicant against the performance levels set in this document. The NRF deems failure by the

contracted applicant to measure performance with respect to the contract specifications for any measurement period, as a failure to meet the stipulated performance levels.

Managing service levels

1.1 The service performance levels are:

Service being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Project implementation plan following needs assessment exercise	Completion of needs assessment/ delivery of milestones	<p>A written explanation for non-adherence and mitigation measures.</p> <p>The NRF will only release the next tranche of funds upon receipt of satisfactory technical and financial reports. These will be considered satisfactory if implementation has adhered to funds of the needs assessment results.</p>
Implementing the project according to project implementation plan	Contract, monthly implementation meetings, and annual progress reports	<p>A written explanation for non-adherence and mitigation measures.</p> <p>The NRF will only release the next tranche of funds upon receipt of satisfactory technical and financial reports. These will be considered satisfactory if implementation has adhered to the implementation plan. Written approval to deviate from the plan will be required where implementation plan changes are required.</p>
Adherence to implementation timelines	Contract, monthly implementation meetings, and annual progress reports	<p>A written explanation for non-adherence and mitigation measures.</p> <p>The NRF will only release the next tranche of funds once performance is satisfactorily adhered to as per the implementation plan. Written</p>

		approval to deviate from the plan will be required where implementation plan changes are required.
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GENERAL AND SPECIAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

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.
- 1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" mean the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content 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 supply of goods or works or the rendering of a service.
- 1.20 "Project site", where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract 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.
- 3.2 With certain exceptions (National Treasury's extender 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
- GCC 4 Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- GCC 5 Use of contract documents and information**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.
- SCC5A Copyright and Intellectual Property**
- 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).

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

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

All background intellectual property (existing prior to this contract) 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.

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

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF 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.

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

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

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

The contracted party irrevocably appoints the NRF 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 NRF, in its discretion, requires in order to give effect to the terms of this clause.

SCC5B Confidentiality

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

- Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.
- 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
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser: or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
- 8.6 Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- GCC9 Packing
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC10 Delivery and Documentation
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents submitted by the supplier specified in SCC.
- SCC No special condition applicable, unless specified elsewhere in this document.
- 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.

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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.

SCC No special condition applicable, unless specified elsewhere in this document.

GCC13 Incidental services

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

13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods.

13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods.

13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

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

13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

SCC In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.

GCC14 Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

14.1.2 In the event of termination of production of the spare parts:

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

14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

SCC In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier 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 NRF

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and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.

GCC15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

SCC No special condition applicable, unless specified elsewhere in this document.

GCC16 Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

SCC Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract

GCC17 Prices

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- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- SCC No additional special conditions other than stated in the price section in this document.
- 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 supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- GCC20 Subcontract
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
- GCC21 Delays in supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his

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other rights, be entitled to claim damages from the supplier.

GCC22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

GCC23 Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or

23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting 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 purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1 the name and address of the supplier and / or person restricted by the purchaser.

23.6.2 the date of commencement of the restriction

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23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

GCC24 Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

GCC25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event

GCC26 Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

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- GCC27 Settlement of disputes
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.5.2 the purchaser shall pay the supplier any monies due the supplier.
- GCC28 Limitation of liability
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.
28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- GCC29 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 supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice

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- has been given, shall be reckoned from the date of posting of such notice
- GCC32 Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
- GCC33 National Industrial Participation Programme
- 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 agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3³ If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

³ Research

MANDATORY EVIDENCE OF THE APPLICANT'S ABILITY TO DELIVER THE CONTRACT

The applicant must provide the following mandatory documentary evidence demonstrating their ability to execute this contract. **An applicant failing to adequately provide any of the mandatory documents is automatically disqualified.**

Applicant's technical qualification: The NRF only considers proposals that demonstrate that the applicant possesses the technical qualifications for the nature of the required services. The onus is on the applicant to provide proof, unless indicated to the contrary, with the minimum listed below: **Mandatory Documents (M) and Technical Eligibility Criteria (T)**

Evidence Description	RFP Section Reference	Reference to RFP	GO/ NO GO
Mandatory Documents (M) – Complaint RFP Response			
Fully completed Procurement Invitation (SBD 1) including the SBD 4, 6.1 and signed Bid Submission Certificate form.	M1	Pages 1-46	
CSD Report reflecting legal details, registration numbers, details of directors, and shareholding <i>(only applicable to South African-based bidders)</i> .	M4	Pages 35-36	
Pricing (SBD 3.1) completed	M5	Pages 33-37	
Reference letters	M6	Page 10	
Examples of previous work	M7	Page 10	
An applicant failing to have an Overall Score of a “GO” on above mandatory documents is regarded as non-responsive and is automatically disqualified			

MANDATORY EVIDENCE OF THE APPLICANT'S ABILITY TO DELIVER THE CONTRACT						
Bidder Technical Eligible/ Function Criteria (T)						
Meet Specification Minimum	Meet Specification Minimum	Bid Section Reference	Sub Criteria	Sub-Criteria Points allocation	Reference to Bidder's document	Weights
Background and justification	Is the background clear and concise? Is there adequate contextual information on the project with a description on how strengthening the ability of Science Granting Councils (SGCs) to manage research will effect change? Does the proposal demonstrate a clear understanding of the SGCs and the SGCI work?	Page 07-10	Excellent Very good Good Average Poor	9-10 7-8 5-6 3-4 1-2		10%
Project objectives	Are the objectives and corresponding activities sufficient to achieve the main project output?	Page 07-10	Excellent Very good Good Average Poor	9-10 7-8 5-6 3-4 1-2		5%
Capacity strengthening strategy and plan	Does the proposal provide a clear and detailed capacity strengthening strategy and approach? Does it describe how the specific objectives as described in the Request for Proposal document will be implemented? Are there any innovative suggestions that will add value to the proposed activities as outlined in the Request for Proposal	Page 07-10	Excellent Very good Good Average Poor	9-10 7-8 5-6 3-4 1-2		35%

	document? Is the implementation timeline feasible? Does the plan include strategies for integrating gender and inclusivity? Does the implementation approach adequately consider the implications of Covid-19 on delivery? Is there clarity and soundness in the project approach, especially its appropriateness for the SGCs?					
Project team and partners	Has the proposal put together a strong team with the skillset necessary to implement the project? Has the expertise and experience of team members in research management been adequately showcased? Is the project team bilingual? Is there adequate presence of project team members in Sub-Saharan Africa?	Page 07-10	Excellent Very good Good Average Poor	9-10 7-8 5-6 3-4 1-2		30%
Expected results and dissemination and links to other SGCi projects	Is there a clear description of how the project will support synthesis of research results and development of various outputs emanating from the project including reports, journal articles, books and policy briefs and related outreach for impact? Does it explain how the project is linked to other relevant projects of the SGCi?	Page 07-10	Excellent Very good Good Average Poor	9-10 7-8 5-6 3-4 1-2		10%
Budget	Is the budget clearly linked to the proposed activities?	Page 07-10	Excellent Very good Good Average	9-10 7-8 5-6 3-4		10%

			Poor	1-2		
TOTAL SCORE						100%
MINIMUM THRESHOLD SCORE						75%
An applicant failing to have an Overall Score of 75% on the above Technical criteria is regarded as non-responsive and will be disqualified from further evaluation.						
Bidder returnable speak to the bidder's ability to deliver this project				YES – PASS		NO - DISQUALIFIED

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they may write to the contact officials listed under the enquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

Response preparation costs

The NRF is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

One Email system

Bidders are required to package their request for proposals with two attachments as follows and submit these in one email:

- Technical proposal
- Pricing Schedule

Central Supplier Database registration

For South Africa-based bidders, the NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

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.

Fronting

The NRF supports the Government's broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties' representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

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 responding

third parties in connection therewith.

General definitions

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

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

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

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

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7.1) which has been signed by the awarded bidder and the National Research Foundation.

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

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

B-BBEE Status level certificate issued by an authorized body or person.

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.

Any other requirement prescribed in terms of the B-BBEE Act.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware, and software that delivers the specified output.

“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 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.

Responsive to submission requirements

A Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The NRF’s evaluation committee will disqualify non-responsive submissions.

Meeting technical and budgetary specifications

The NRF’s evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications set out in this document. The bidder will be disqualified if they did not meet the specified budget specifications.

Due Diligence Research

The NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s

capability to provide the goods/services required.

Stage 2 – Award and Contract Signing

The bid evaluation committee recommends to the Bid Adjudication Committee for subsequent approval by the Delegated Authority the bidder with the highest combined score 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 (*as applicable*).

Cancellation of the bid prior to award

The NRF cancels this bid invitation prior to making an award:

- a) Due to changed circumstances there is no need for the specified procurement in the document, or
- b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process.

PART B – PRICING

PRICING CONDITIONS OF CONTRACT

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 except for any price adjustments as outlined in the following price conditions.

- | | |
|----|--|
| 1. | Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes including VAT, 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, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price. The actual exchange rate at date of transfer of ownership of goods and/or services will apply to that portion specified in foreign currency in the subordinated purchase order in accordance with the specific rules for this as set out in the SBD3.1. |
| 2. | 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. |
| 3. | Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted. |
| 4. | Contract Price Management during the contract: 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. |
| 5. | Application of Preference Points: In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form. |

PRICING SCHEDULE (SBD 3.1)

Include the budget for each year of the project as below. Please itemise expenditure items under each category. Explanation notes are provided below.

No	Category	Quantity	Unit of Measure	Unit price inclusive of 15% VAT	Total Price per category inclusive of 15% VAT	Budget Notes and Explanations
Year 01						
1	Personnel and consultants	As applicable	Daily fee			
2	Equipment	As applicable	Each			
3	Research	As applicable	Each			
4	Partner contributions	As applicable	Each			
5	Local contributions	As applicable	Each			
6	Indirect costs	As applicable	Each			
Total Bid Price Inclusive of 15% VAT for Year 1					R	
Rate of Exchange Applicable to this pricing schedule (Rand) by Bidder for Year 1					R	

No	Category	Quantity	Unit of Measure	Unit price inclusive of 15% VAT	Total Price per category inclusive of 15% VAT	
Year 02						
1	Personnel and consultants	As applicable	Daily fee			
2	Equipment	As applicable	Each			
3	Research	As applicable	Each			
4	Partner contributions	As applicable	Each			
5	Local contributions	As applicable	Each			
6	Indirect costs	As applicable	Each			
Total Bid Price Inclusive of 15% VAT for Year 2					R	
Rate of Exchange Applicable to this pricing schedule (Rand) by Bidder for Year 2					R	
No	Category	Quantity	Unit of Measure	Unit price inclusive of 15% VAT	Total Price per category inclusive of 15% VAT	
Year 03						
1	Personnel and consultants	As applicable	Daily fee			
2	Equipment	As applicable	Each			
3	Research	As applicable	Each			
4	Partner contributions	As applicable	Each			
5	Local contributions	As applicable	Each			
6	Indirect costs	As applicable	Each			

Total Bid Price Inclusive of 15% VAT for Year 3	R	
Rate of Exchange Applicable to this pricing schedule (Rand) by Bidder for Year 3	R	

The project budget will not exceed R5 Million

Explanation Notes

<p>Personnel and consultants</p> <p>Includes all remuneration, allowances and benefits paid to project staff presented as a daily fee per personnel. The NRF will not pay salary supplements. Includes costs of professional expertise contracted to the project for short durations and for specific assignments. Please include the daily fee and any other costs related to personnel and consultants. Includes any equipment that is purchased for use by the project and that is less than R50 000. Includes travel costs that are incurred by the project personnel and consultants. The NRF will only cover the following costs: flights, ground transport, accommodation, visa and meals.</p>
<p>Equipment</p> <p>Includes any equipment that is purchased for use by the project and that is more than R50 000. The NRF does not cover any foreign tax, import duties, insurance and post-delivery losses related to the equipment.</p>
<p>Research</p> <p>Includes all services and costs that are related to the implementation of the project. These include training, translation and interpretation of material, international and local travel costs, convening activities and any other direct costs that cover the specific objectives of the project. The latter costs should be applicable to participants that are not personnel or consultants.</p>
<p>Partner contributions</p> <p>Includes any other contributions by other partners towards this project.</p>
<p>Local contributions</p> <p>Cash and in-kind contributions that towards the project by the bidder.</p>
<p>Indirect costs</p> <p>The NRF expects that the bidder will absorb indirect costs through its local contribution to the project. However, it will cover part of indirect costs that are not related to the project. The NRF will pay a maximum of 13% for indirect costs.</p>

A summary of the budget across the three years should be presented as follows:

<i>Category</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Total inclusive of 15% VAT</i>
<i>Personnel and consultants</i>				
<i>Equipment</i>				
<i>Research</i>				
<i>Partner contributions</i>				
<i>Local contributions</i>				
<i>Indirect costs</i>				
<i>Total</i>				

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid number	NRF/CORP SPP/02/2022-23
Closing date and time	26 September 2022 @ 11:00 am (SAST)
The NRF recognises the date and time as recorded on its systems for closure purposes.	
SUMMARY OF BID REQUIREMENTS	
The SGCI invites project proposals from organisations (including think-tanks, institutes, universities, and agencies) with proven experience and track record to support Science Granting Councils in research management. The successful organization ⁴ will enter into an agreement with the NRF for the SGCI project to be implemented for three (3) years.	
Number of original bid documents for contract signing	1
One Email system	Yes
Price validity period from date of closure	One hundred and fifty (150) days

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			

⁴ A consortium of two or more organizations may apply but NRF will enter into an agreement with the lead organization

SUPPLIER INFORMATION					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]		
Is the entity a resident of the Republic of South Africa (RSA)?					<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
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).					
BID SUBMISSION					
1.	Bids must be delivered by the stipulated time by email. Late bids will not be accepted for consideration.				
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.				
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, 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.				

SUPPLIER INFORMATION	
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.
TAX COMPLIANCE REQUIREMENTS (SA ONLY)	
1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	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. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.
6.	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.

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁵ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....

⁵ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

⁶ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIMED

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

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

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

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

1.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20:	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10:	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
---------------	---	----	---------------	---

Where P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

3. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by Black people		
Black people who are military veterans		
OR		
Any EME		

SBD 6.1 - PREFERENCE POINTS CLAIMED**Any QSE****DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct.
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

- (a) disqualify the person from the bidding process.
- (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

BID SIGNATURE (SBD 1)

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. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. 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. 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 during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

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

SIGNATURE OF BIDDER:

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

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
 - The password for pricing file must **not** be submitted before the bid closes.

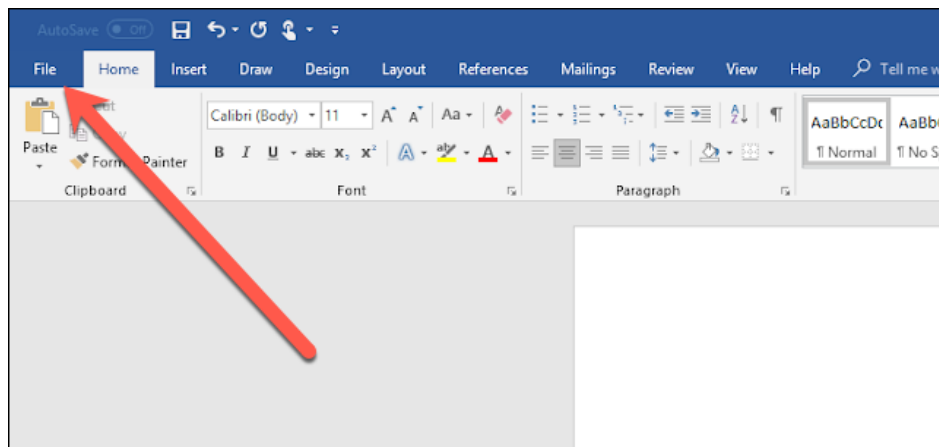
¹ SANS 10845-1 paragraph 4.7

- 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.

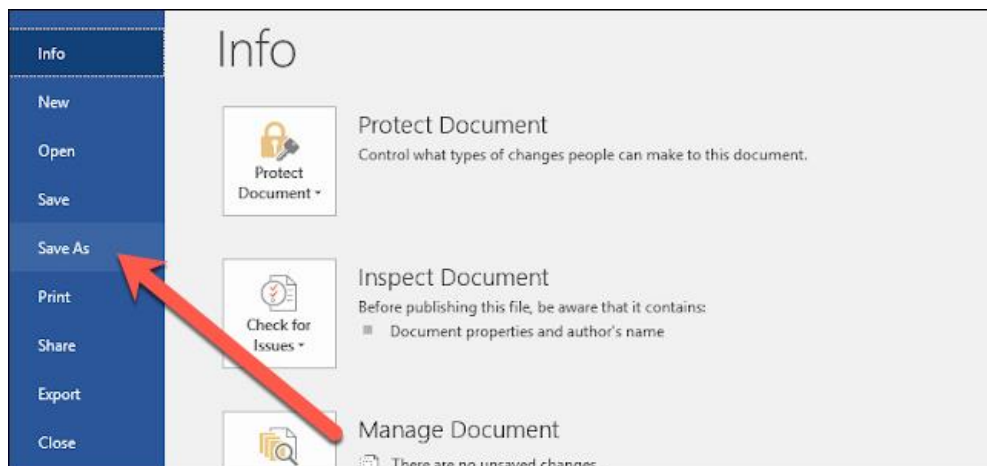
2. GUIDELINES

Converting to pdf

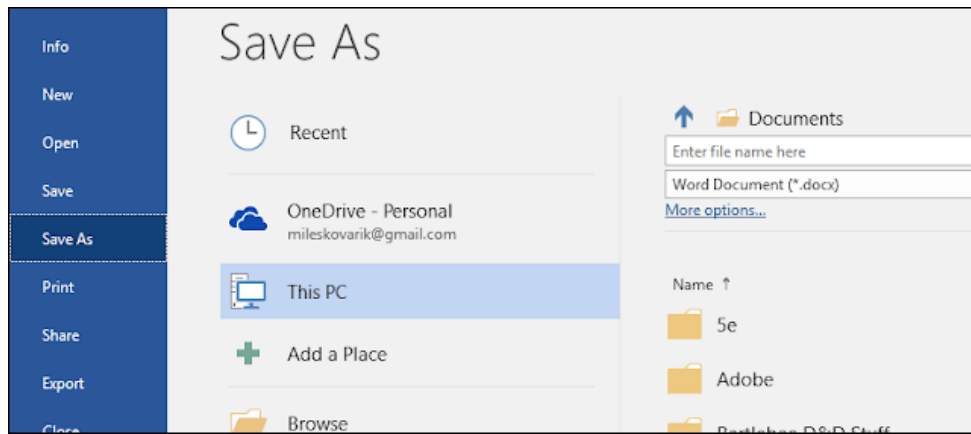
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the “File” tab.



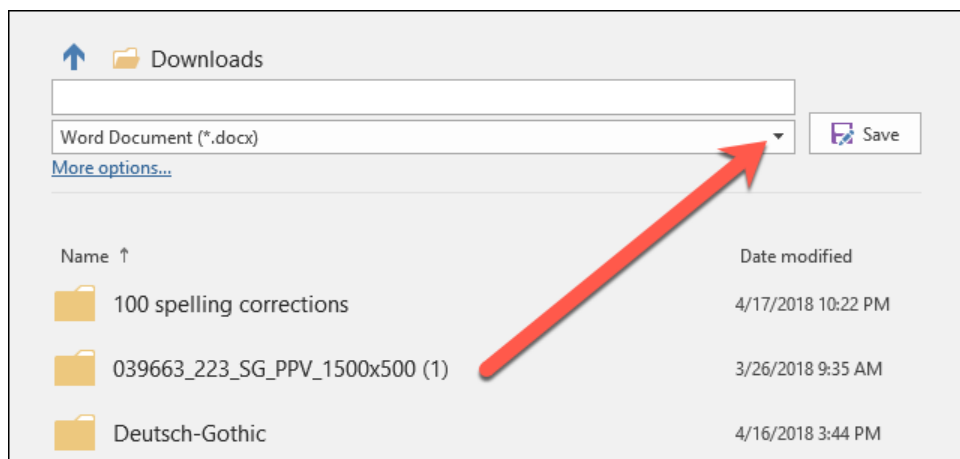
- On the backstage screen, select “Save As” from the list on the left.



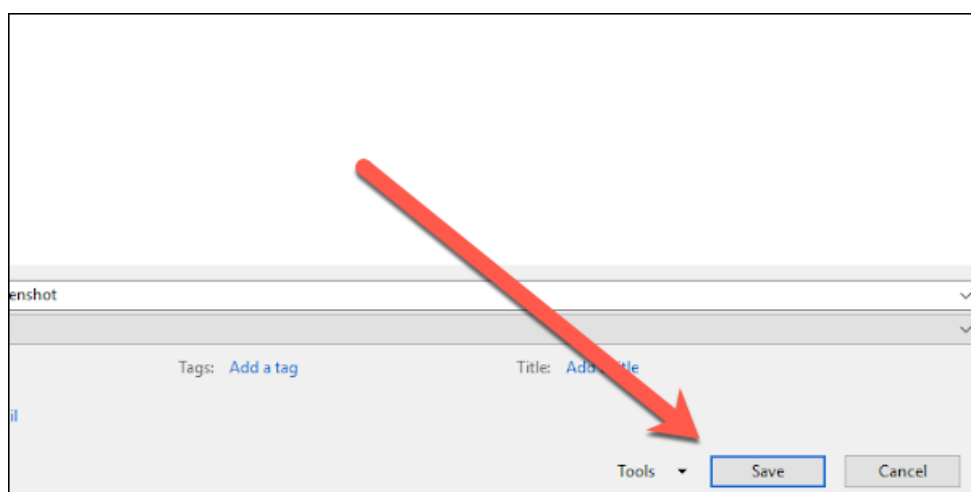
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



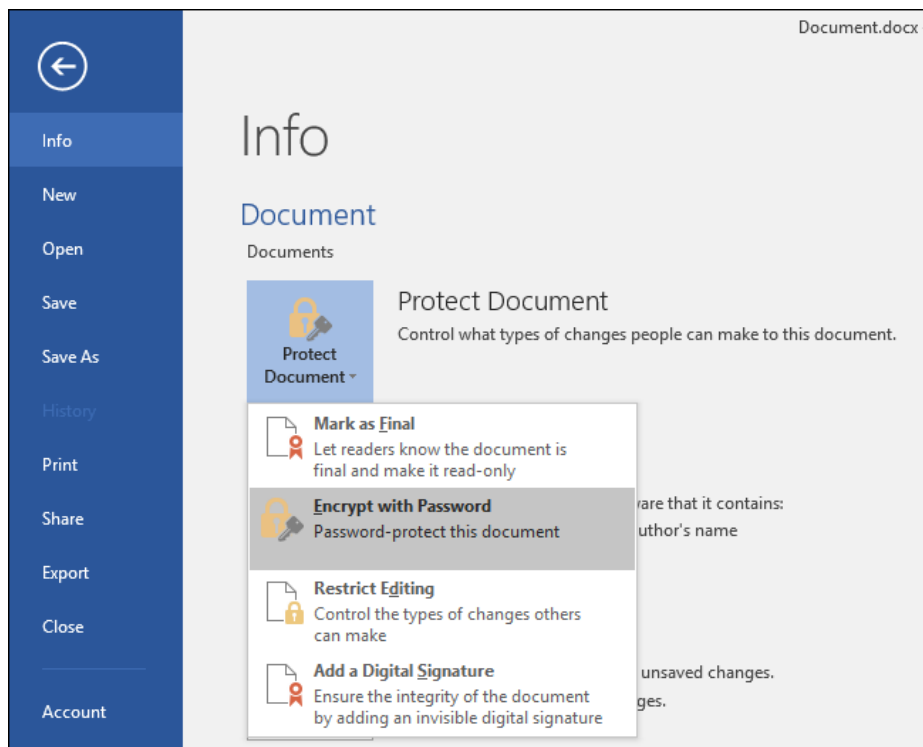
- If you want to, you can change the filename at this time. When you’re ready, click the “Save” button.



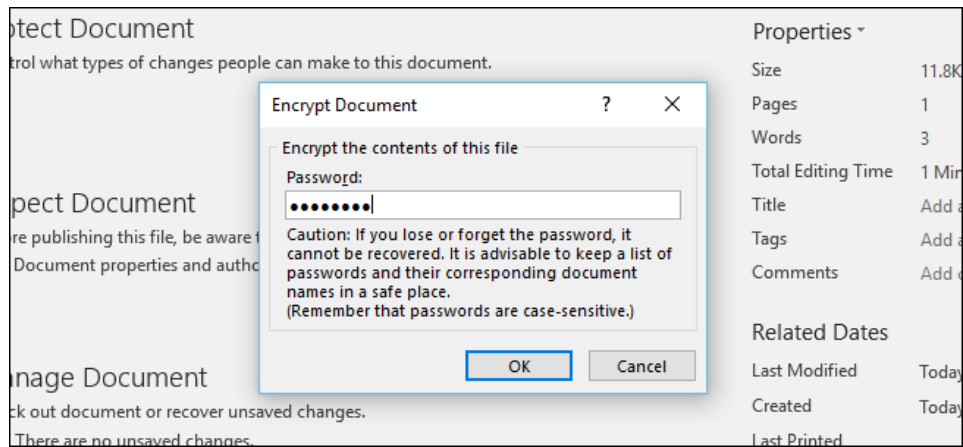
- After saving the PDF, you’ll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

Password protecting files

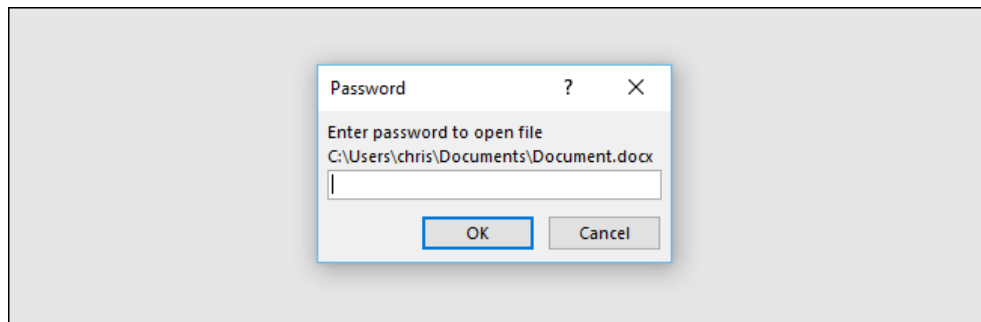
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the “File” menu at the top-left corner of the screen. On the Info pane, click the “Protect Document” button and select “Encrypt with Password.”
- The button is only named “Protect Document” in Microsoft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



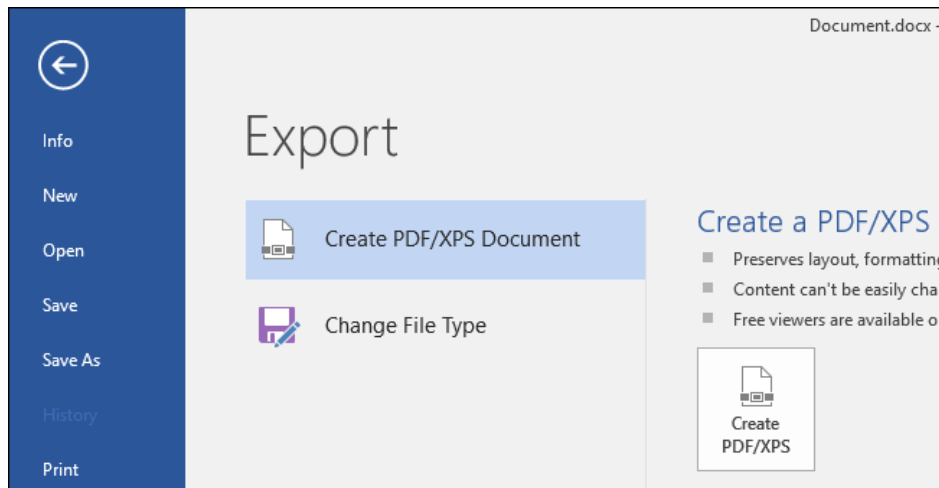
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



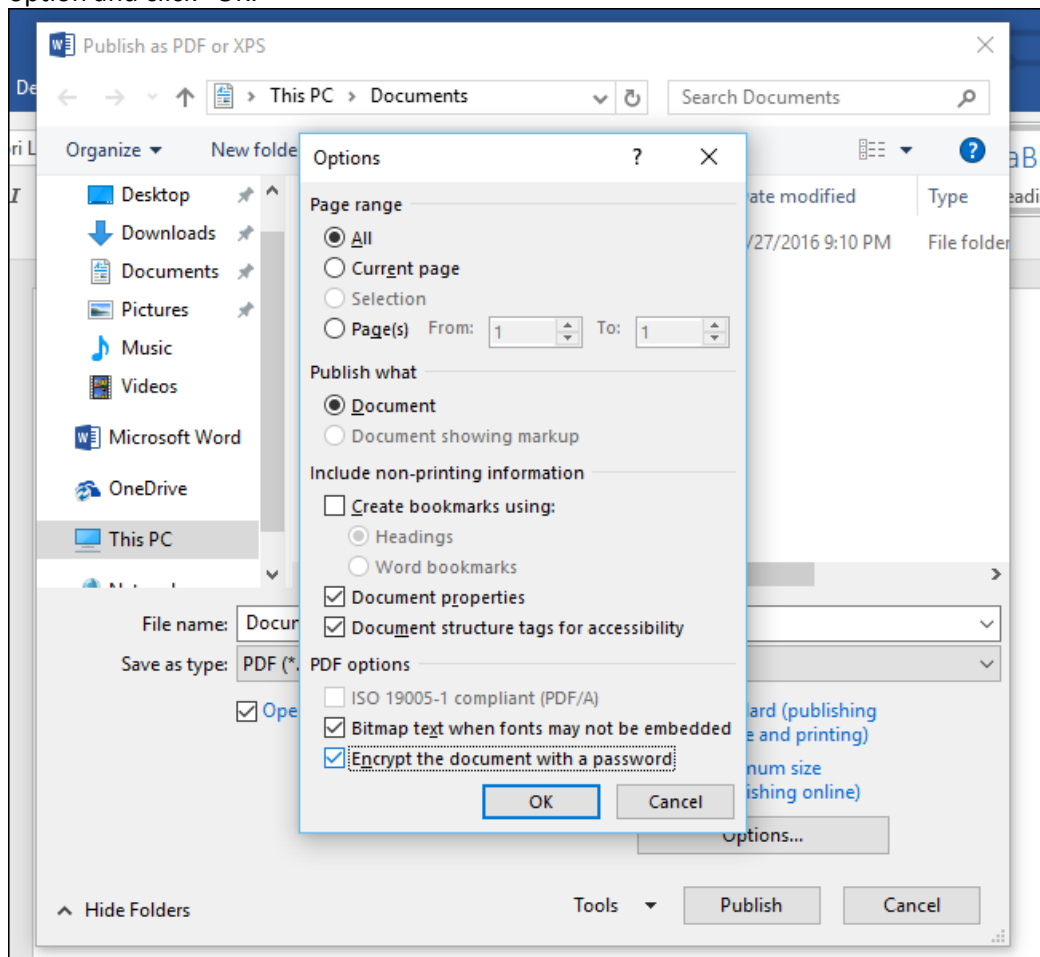
- To remove the password protection from a document, click the "Protect Document" button and select "Encrypt with Password" again. Enter a blank password and click "OK." Office will remove the password from the document.

How to Create a Password Protected PDF File

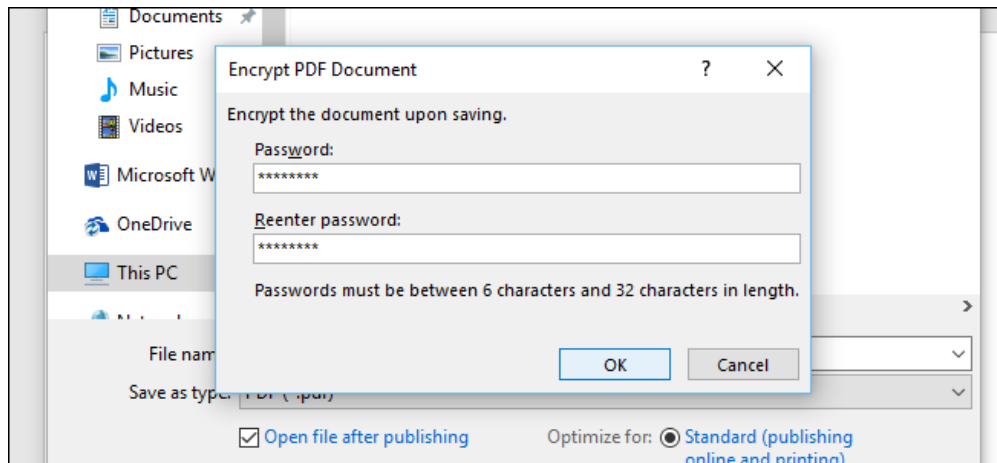
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the "File" menu button, and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



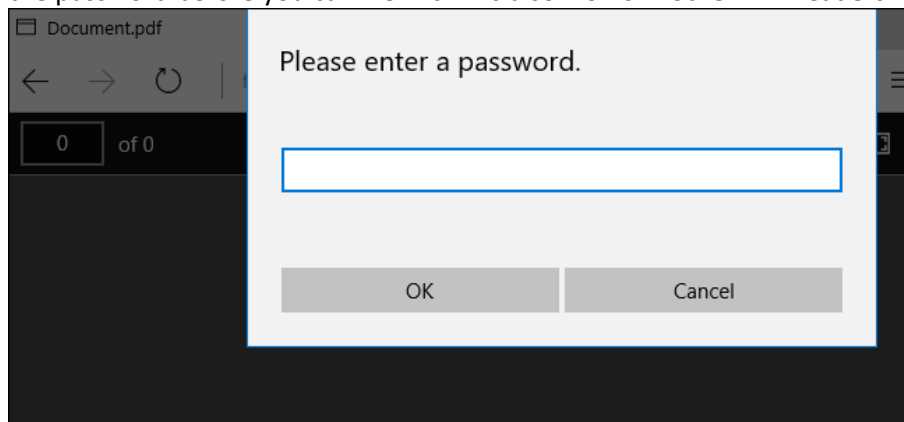
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- 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.