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| contract Number  | NRF/SAASTA/06/2018-2019 PSGI 2019 |
| Closing Date and Time | 05 april 2019 – 11am |

Invitation to Participate in Programmatic Support Intervention Project

## SCIENCE ENGAGEMENT PROJECT DESCRIPTION

PROGRAMMATIC SUPPORT INTERVENTION FOR SCIENCE CENTRES 2019 TO MARCH 2020

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| INVITATION FOR FUNDING |
| **Bid Number** | **NRF/SAASTA/06/2018-2019** |
| **Closing date and time** | **05/04/2019 at 11:00** |
| The NRF will physically close the `application box on the date and time as specified above. **No** electronic submissions allowed.  |
| HIGH LEVEL SUMMARY OF FUNDING SUPPORT |
| NRF|SAASTA provides, on behalf of the Department of Science and Technology (DST), support funding to science centres to allow them to engage society in delivering the DST's mandate for science engagement.NRF|SAASTA requires development support applications from Department of Science and Technology’s supported Science Centres in terms of this agreement for consideration for the period ending 13 December 2019. |
| **PRE-QUALIFICATION: Applicants are registered science centres, or in process of registering as science centres, with the Department of Science and Technology. The list of currently funded science centres is provided in the document for ease of reference.** |
| **NON-APPLICABILITY: The Preferential Procurement is not applicable as no goods or services are being acquired from the applicants in terms of this agreement** |
| **Application documents are to be deposited in the application box situated physically at:** |
| **Physical Address:**Didacta Building 211 Nana Sita Street Pretoria0001**Box opening hours:** 24 hours  | Addressed As Follows:The Application Reference Number, Application Number, the Applicant’s Name, Postal Address, and email indicated on the envelope.All documents should be in one envelope |
| Number of ORIGINAL application documents required for contract signing | **2** |
| Applicants must submit the above number of original application documents in hard copy format (paper document) to the NRF clearly indicating the master set. This serves as the original master set for the contracting between the funded science centre and the NRF. The NRF retains this master for record purposes and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The applicants attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. |
| Number of EVALUATION copies (Mark pages as “Evaluation Copy” ): | 5 physical copies of the proposal form, (Applicant’s information and Annexure B) |
| VALIDITY PERIOD FROM DATE OF CLOSURE | 150 days |
| **Application procedure enquiries are directed in writing to:** | **Technical information queries are directed in writing to:** |
| Section | Finance and Administration | Section | Science Awareness Platforms  |
| Contact person | Tshepo MatheaneLucas Sandleni | Contact person | Mrs Thandi Mtsweni |
| E-mail address | tshepo@saasta.ac.za lucas@saasta.ac.za | E-mail address | thandi@saasta.ac.za  |
| Telephone | 012 392 9358012 392 9317 | Telephone | 011 551 5946 |

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| DEFINITION OF SCIENCE CENTRES: |
| Science centres are defined as:* Being a permanent building with science engagement programmes
* Science engagement programmes have the objectives of:
	+ Promotion of science and technology literacy among youth and the general public;
	+ Enhancement of learner participation and performance in science, technology, engineering and mathematics (STEM);
	+ Promotion of STEM career education;
	+ Identification and nurturing of youth talent and potential in STEM.
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| APPLICANT’S INFORMATION |
| --- |
| **Name of Applicant**  |
|  |
| **Postal Address** |
|  |
| **Street Address** |
|  |
| **Telephone Number** |
| Code |  | Number |  |
| **Cell Phone Number** |
| Code |  | Number |  |
| **Facsimile Number** |
| Code |  | Number |  |
| **E-Mail Address** |
|  |
| **VAT Registration Number** |
|  |
| **Tax Validity Status** | Tax Compliance System PIN |  |  | Central Supplier Database No. | MAAA |
| **B-BBEE Status Level Verification Certificate** | Tick Applicable Box.❑ Yes ❑ No | **B-BBEE Status Level Sworn Affidavit** | Tick Applicable Box.❑ Yes ❑ No |
| **[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]** |
| **Are you the accredited representative in South Africa for the goods /services/works offered?** | ❑ Yes ❑ No[If yes enclose proof] | **Are you a foreign-based supplier for the goods/services/ works offered?** | ❑ Yes ❑ No[If yes, answer the questionnaire below] |
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| Is the entity a resident of the Republic of South Africa (RSA)? | ❑ Yes ❑ No |
| Does the entity have a branch in the RSA? | ❑ Yes ❑ No |
| Does the entity have a permanent establishment in the RSA? | ❑ Yes ❑ No |
| Does the entity have any source of income in the RSA? | ❑ Yes ❑ No |
| Is the entity liable in the RSA for any form of taxation? | ❑ Yes ❑ 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) and if not register as per 2.3 below. |

| SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT  |
| --- |
| Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of provinces; or Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State , or to persons connected with or related to them, it is required that the Applicant or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:* 1. The Applicant is employed by the State; and/or
	2. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.
 |
| In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid: |
| Full Name of Applicant or his/her representative: |  |
| Identity Number: |  |
| Position occupied in the Company (director, trustee, shareholder, member): |  |
| Registration number of company, enterprise, close corporation, partnership agreement: |  |
| Tax Reference Number: |  |
| VAT Registration Number: |  |
| The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions: |
| Schedule attached with the above details for all directors/members/shareholders |
| Are you or any person connected with the Applicant presently employed by the State? If so, furnish the following particulars in an attached schedule | ❑ Yes ❑ No |
|  | Name of person/ director/ trustee/ shareholder/member: |
| Name of State institution at which you or the person connected to the Applicant is employed |
| Position occupied in the State institution |
| Any other particulars: |
| If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  | ❑ Yes ❑ No |
|  | If Yes, did you attach proof of such authority to the Bid document? |
| If No, furnish reasons for non-submission of such proof as an attached schedule |
| (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.) |
| Did you or your spouse or any of the company’s directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?  | ❑ Yes ❑ No |
|  | If so, furnish particulars as an attached schedule |
| Do you, or any person connected with the Applicant, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?  | ❑ Yes ❑ No |
|  | If so, furnish particulars as an attached schedule. |
| Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?  | ❑ Yes ❑ No |
|  | If so, furnish particulars as an attached schedule: |

| SBD 8 - DECLARATION OF APPLICANT’S PAST SCM PRACTICES |
| --- |
| Is the Applicant or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: | ❑ Yes❑ No |
| Is the Applicant or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: | ❑ Yes❑ No |
| Was the Applicant or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: | ❑ Yes❑ No |
| Was any contract between the Applicant and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: | ❑ Yes❑ No |
| The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. |

| SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |
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| I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect: |
|  I have read and I understand the contents of this Certificate; |
| I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; |
| I am authorised by the Applicant to sign this Certificate, and to submit the Bid, on behalf of the Applicant; |
| Each person whose signature appears on the Bid has been authorised by the Applicant to determine the terms of, and to sign, the Bid on behalf of the Applicant; |
| For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Applicant, whether or not affiliated with the Applicant, who:1. Has been requested to submit a Bid in response to this Bid invitation;
2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
3. Provides the same goods and services as the Applicant and/or is in the same line of business as the Applicant
 |
| The Applicant has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding. |
| In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:1. Prices;
2. Geographical area where product or service will be rendered (market allocation);
3. Methods, factors or formulas used to calculate prices;
4. The intention or decision to submit or not to submit, a Bid;
5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
6. Bidding with the intention not to win the Bid.
 |
| In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates. |
| The terms of this Bid have not been, and will not be, disclosed by the Applicant, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract. |
| I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation |

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| A1. BACKGROUND INFORMATION OF ORGANIZATION |
| **Name of Organization / Institution** |  |
| **Type of Organization / Institution** (Example: Higher Education Institute. Science Council, etc.) |  |
| **Organisation’s Reference / Registration / VAT Number** |  |
| **Province where the Organization / Institution is located** |  |
| **District Municipality where the Organization / Institution is located as per Annexure A** |  |
| **Physical Address for courier purposes** (Please complete if different from the Project Leader – Section A5) |  |
| **Postal Address of Organisation / Institution** |  |
| **Organization’s Contact Details***(*Please supply both landline and Cellular Number) |  |
| **Organizations’ / Institution’s e-mail address** |  |

| A2. GENERAL PROJECT ADMINISTRATION INFORMATION |
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| **Authorized Signatory for Organization / Institution**  | **Name** | **Position** |
|  |  |
| **Name and designation of Project Financial Administrator** | **Name** | **Position** |
|  |  |
| **Alternative Contact Person if Project Leader is Unable to Complete Obligations** | **Name** | **Position** |
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| A3. ORGANISATION / INSTITUTION BANKING DETAILS |
| **Name of account holder** |  |
| **Type of account** |  |
| **Name of Bank** |  |
| **Branch** |  |
| **Bank Branch Code** |  |
| **Bank Account Number** |  |

| A4. ORGANIZATION / INSTITUTION BUSINESS PROFILE |
| --- |
| **Number of Employees** |  |
| **Organisation Management**(Example: CEO, Director, HOD, Partners etc.) | **Name** | **Position** |
|  |  |
| **Nature of Core Business** |  |
| **Indicate Financial Controls in Place** |  |
| **Date of Last Audited Annual Financial Statement** |  |
| **Name and Address of Auditors** |  |

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| A5 (i) DETAILS OF PROJECT LEADER |
| **Title and Surname**  |  |
| **Full Names**  |  |
| **Nationality** |  |
| **Identity Number** |  |
| **Current Position in the Organisation / Institution** |  |
| **Similar Projects Undertaken Previously** |  |
| **Contact Number (Landline and Cellular Phone)** |  |
| **Fax Number** |  |
| **E-mail Address** |  |
| **Physical Address** |  |
| **Highest Academic Qualification** |  |
| **Summary of Relevant Experience** (Maximum 10 Lines) |  |
| **Brief Career History** (Maximum 10 Lines) |  |
| **Recent Publications**(Maximum 5 lines) |  |
| **Number of team members assisting project leader with PSGI project:** |  |
| A5 (ii) DETAILS OF ALTERNATE PERSON / PROJECT LEADER**Should the project leader be unable to fulfil his/her duties, the person below must be able to continue the project in his absence.** |
| **Title and Surname**  |  |
| **Full Names**  |  |
| **Current Position in the Organisation / Institution** |  |
| **Contact Number (Landline and Cellular Phone)** |  |
| **E-mail Address** |  |
|  A6. DETAILS OF PROJECT TEAM  |
| **List of Existing/Potential Team Members** | **Stipulate the Role of the Member in the project** | **Highest Qualification and Relevant Experience** |
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| A7. LIST OF POTENTIAL COLLABORATORS  |
| **List of potential collaborators participating in the implementation of PSGI project.** |
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| A8. REFERENCES (To be completed only by EMERGING SCIENCE CENTRES) |
| **Provide the names and contact details of three reputable persons whom can attest to the quality of your work** |
| **Name & Designation** | **Organisation** | **Contact Telephone Number** | **Content E-mail Address** |
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| APPLICATION SUBMISSION PROTOCOL |
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| 1.1 | Applicants deliver their applications by the stipulated time to the correct address. The NRF does not accept late applications for consideration. |
| 1.2 | All applications are submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the application document. Application pages are bound to minimise risk of lost pages. |
| 1.3 | This application is not subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017. |
| 1.4 | This application is subject to the NRF’s General Conditions Of Contract (GCC) (available at https://www.nrf.ac.za/procurement/General-Conditions-of-Contract) and forms part of this contract.  |
| 1.5 | Special conditions for this application are listed in this document and, if applicable, any other legislative requirements. |
| 1.6 | The successful applicant will be required to complete and sign a written contract signature form (SBD 7). |

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| DUE DILIGENCE: TAX AFFAIRS MANAGEMENT |
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| 2.1 | Applicants must ensure compliance with their tax obligations. Cabinet does not allow organs of state to accept applications from individuals and organisations that demonstrate lack of care in meeting their tax obligations. |
| 2.2 | Applicants are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. |
| 2.3 | Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za. |
| 2.4 | As an alternative, applicants may submit a valid, printed TCS certificate together with the bid. |
| 2.5 | In applications where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number. |
| 2.6 | Where no TCS is available but the applicant is registered on the Central Supplier Database (CSD), a CSD number must be provided. |
| 2.7 | No applicants 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 unless such persons form part of a science centre approved by the Department of Science and Technology. |

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| ACKNOWLEDGEMENT OF READING EACH PAGE |
| The applicant warrants by signature in this document that the applicant has read and accepts each page in this document including the GCC filed on the NRF website as an annexure to this document and any annexures attached to this document. |
| CENTRAL SUPPLIER DATABASE REGISTRATION |
| The NRF requests applicants to register on the Central Supplier Database for due diligence assurance and in order to enable the NRF to contract with them including the issue of purchase orders. |
| **CLARIFICATION** |
| If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party. This document will prevail over any information provided during any briefing session whether oral or written or written clarification, unless such written information expressly amends this document by reference. |
| **RESPONSE PREPARATION COSTS** |
| The NRF is not liable for any costs incurred by an applicant in the process of responding to this Funding Invitation, including on-site presentations. |
| **COLLUSION, FRAUD AND CORRUPTION** |
| Any effort by applicant to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the applicant concerned. |
| **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. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/applicant concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith. |
| **BREACHES OF THE SELECTION PROCEDURE** |
| If an applicant breaches the selection procedure of this applicant causing the NRF to incur costs including, without limitation, repetition of any part of the bid process, the applicant will indemnify and hold the NRF harmless from any such costs that the NRF incurs. |
| **BREACHING CONTRACT CONDITIONS** |
| If the appointed applicant breaches the conditions of this contract, causing the NRF to incur costs without limitation to investigate and resolve the breach of contract, the appointed applicant will indemnify and hold the NRF harmless from any such costs that the NRF incurs. |
| THE SELECTION PROCESS |
| Stage 1 – Compliance to submission requirementsApplicants warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of technical evaluation scoring and price ranking. The NRF may request from the applicant these documents during the period of evaluations, but must already be submitted and assessed by the time of making the final recommendation for contract award to the Delegated Authorities. |
| **Stage 2 – Evaluation of Funding Applications against Technical Specifications**Applicants achieving the maximum threshold or meets the exact specified requirements will be considered for funding. The NRF conducts technical evaluation by evaluating each applicant’s written response to the specifications issued in accordance to published evaluation criteria set out in this document. The NRF conducts interviews with applicants to clarify concerns or risks in the applicant’s application. The NRF conducts due diligence of the applicant with the minimum being:1. Checking with the applicant’s reference letters with the referees;
2. Checking the due care exercised in the applicants tax administration;
3. Checking the SBD 4 – Declaration of interests with the South African Government;
4. Checking the SBD 8 – Past Practices
5. Checking the SBD 9 – Price collusion.
 |
| **Stage 3 – Funding Allocation**Only activities recommended by the panel will be funded. NRF/SAASTA reserves the right to adjust the requested amount. The NRF evaluates each applicant’s offered pricing at the costing level verifying in accordance with the conditions of this document and within the set ceilings set in this document. The NRF evaluators clarify concerns or errors in the submitted applications with the applicants prior to making recommendation to the Delegated Authority. |
| **Stage 5 – Verifing Tax Validity** |
| The NRF verifies the degree of due care exercised by applicants by checking the applicant’s tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their SBD 1 tax questionnaire to South Africa Revenue Services. |
| **Stage 6 – Award and Contract Signing**The NRF evaluators nominate applicants meeting the requirements of this funding application to the Delegated Authorities for awarding the contract subject to the applicant having supplied the relevant administrative documentation. The funding process is as follows:* The Evaluation committee evaluates proposals
* Applicants receive feedback in the form of award letters, or regret letters
* Successful applicants sign funding agreements
* NRF/SAASTA seals the agreement
* First tranches are released, and implementation begins
* NRF/SAASTA receives interim reports by mid-September 2019
* NRF/SAASTA receive final reports on Friday 13 December 2019 for reconciliation
* Funding reconciled, and final tranches released by end of March 2020
 |
| Cancellation of the Application prior to AwardThe NRF has the right to cancel the Application Invitation prior to making an award. |
| SBD 1 SIGNATURE |
| NB: Failure to comply with any of the above particulars may render the bid invalid.  |
| I declare that during the selection period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our application in a preferential position in relation to any of the other applicant(s). |
| **SIGNATURE OF APPLICANT:** |
| **CAPACITY UNDER WHICH THIS APPLICATION IS SIGNED** (Proof of authority must be submitted e.g. company resolution**)** |
| **DATE:** |

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| PREVIOUSLY FUNDED SCIENCE CENTRES INCLUDING THE ASSOCIATION FO SCIENCE CENTRES |

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|  | South African Association of Science and Technology Centres (SAASTEC) |
|  | Anglo American Science Centre |
|  | Bokamoso Science and Technology Centre (BOSTEC) |
|  | Giyani Science Centre |
|  | Mondi Science, Career Guidance and FET Skills Centre |
|  | Mothibistad Science Centre |
| **#** | **INTERNAL NRF BUSINESS UNITS** |
|  | Hartebeeshoek Radio Astronomical Observatory - SARAO |
|  | iThemba Labs |
|  | South African Astronomical Observatory (SAAO) |
| **#** | **HIGHER EDUCATION INSTITUTIONS** |
|  | BOYDEN Observatory |
|  | FOSST Discovery Centre |
|  | North West University Mafikeng Science Centre |
|  | North West University Potchefstroom Science Centre |
|  | Sci-Enza Science Centre |
|  | University of Johannesburg Soweto Science Centre |
|  | University of Kwazulu Natal Science Centre (STEC-UKZN) |
|  | University of Limpopo Science Centre |
|  | UNIZULU Science Centre |
|  | Vuwani Science Centre |
| **#** | **SCIENCE CENTRES (PRIVATE)** |
|  | ArcelorMittal Science Centre Newcastle  |
|  | ArcelorMittal Science Centre Saldanha Bay  |
|  | ArcelorMittal Science Centre Sebokeng |
|  | Cape Town Science Centre |
|  | Isibusiso Esihle Science Discovery Centre |
|  | Jewish National Fund Walter Sisulu Environmental Centre |
|  | Johannesburg City Parks |
|  | Moipone Academy |
|  | National Zoological Gardens (NZG) |
|  | Nelson Mandela Bay Science Centre |
|  | Nuclear Corporation of South Africa (NECSA) |
|  | Olwazini Discovery Centre |
|  | Osizweni Discovery Centre |
|  | Penreach Shalamuka Science Centre |
|  | South African National Space Agency (SANSA-Hermanus) |
|  | Sasol Inzalo Foundation |
|  | Sci-Bono Discovery Centre |
|  | The KZN Science Centre |
|  | The Palabora Foundation |

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| FUNDING CONTRACT |
| THE NRF’S LEGAL DETAILS  |
| The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and will contract with the awarded applicant. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.  |
| CONTRACT MANAGER |
| The South African Agency for Science and Technology Advancement (NRF/SAASTA) is a business unit of the NRF with the mandate to advance public awareness, appreciation, and engagement of science, technology, engineering, mathematics, and innovation (STEMI) in South Africa. The (NRF/SAASTA) contract manager for this contract is: Mr Shadrack Mkansi |
| CONTEXT OF THIS SCIENCE ENGAGEMENT PROJECT |
| PSGI funding aims at enhancing programmes run by science centres. The support helps to achieve the four main Aims of the Science Engagement Strategy as listed in the definition section of this document. The funding is developmental, and is valid from the time of awarding until 13 December 2019. |
| CONTRACT PERIOD |
| The contract is for a period from the time of awarding to 13 December 2019. Submit the final project report including financial report to SAASTA by Friday 13 December 2019 on the template provided by SAASTA. |
| DETAILED SPECIFICATION |
| **Budget submission Requirements (RATES):**The budget MUST not exceed **R500 000.00** including VAT. **Please note** – The full budget requirements, including VAT, should be detailed on **Annexure B** – Funding Request.* Budgets must be fully inclusive of all costs; including value added tax and other taxes and must comply with the following:
	+ Proposal price must be in South African currency.
	+ No promotional items will be funded.

Funding **will not be released** to any organization who have not completed their projects for the previous financial year, or have not submitted a full **FINANCIAL REPORT** with the supporting proofs, **SITE REPORT** and **ATTENDANCE REGISTERS**. |
| ANNEXURES  |
| **Annexure A** **Municipal Districts in South Africa**[**https://en.wikipedia.org/wiki/Districts\_of\_South\_Africa**](https://en.wikipedia.org/wiki/Districts_of_South_Africa)**INSTRUCTION:**Clearly indicate in column **A** below which districts you are currently holding PSGI outreach programmes and clearly indicate in column **B** to where you intend on extending your reach.

| **DISTRICT NAME** | **PROVINCE** | **CURRENT FOOTPRINT REACH** | **INTENDED FOOTPRINT REACH** |
| --- | --- | --- | --- |
| [Alfred Nzo District Municipality](https://en.wikipedia.org/wiki/Alfred_Nzo_District_Municipality) | **EC** |  |  |
| [Amathole District Municipality](https://en.wikipedia.org/wiki/Amathole_District_Municipality) |  |  |
| [Buffalo City Metropolitan Municipality](https://en.wikipedia.org/wiki/Buffalo_City_Metropolitan_Municipality) |  |  |
| [Cacadu District Municipality](https://en.wikipedia.org/wiki/Cacadu_District_Municipality) |  |  |
| [Chris Hani District Municipality](https://en.wikipedia.org/wiki/Chris_Hani_District_Municipality) |  |  |
| [Joe Gqabi District Municipality](https://en.wikipedia.org/wiki/Joe_Gqabi_District_Municipality) |  |  |
| [Nelson Mandela Bay Metropolitan Municipality](https://en.wikipedia.org/wiki/Nelson_Mandela_Bay_Metropolitan_Municipality) |  |  |
| [OR Tambo District Municipality](https://en.wikipedia.org/wiki/OR_Tambo_District_Municipality) |  |  |
| [Fezile Dabi District Municipality](https://en.wikipedia.org/wiki/Fezile_Dabi_District_Municipality) | **FS** |  |  |
| [Lejweleputswa District Municipality](https://en.wikipedia.org/wiki/Lejweleputswa_District_Municipality) |  |  |
| [Mangaung Metropolitan Municipality](https://en.wikipedia.org/wiki/Mangaung_Metropolitan_Municipality) |  |  |
| [Thabo Mofutsanyana District Municipality](https://en.wikipedia.org/wiki/Thabo_Mofutsanyana_District_Municipality) |  |  |
| [Xhariep District Municipality](https://en.wikipedia.org/wiki/Xhariep_District_Municipality) |  |  |
| [City of Johannesburg Metropolitan Municipality](https://en.wikipedia.org/wiki/City_of_Johannesburg_Metropolitan_Municipality) | **GP** |  |  |
| [City of Tshwane Metropolitan Municipality](https://en.wikipedia.org/wiki/City_of_Tshwane_Metropolitan_Municipality) |  |  |
| [Ekurhuleni Metropolitan Municipality](https://en.wikipedia.org/wiki/Ekurhuleni_Metropolitan_Municipality) |  |  |
| [Sedibeng District Municipality](https://en.wikipedia.org/wiki/Sedibeng_District_Municipality) |  |  |
| [West Rand District Municipality](https://en.wikipedia.org/wiki/West_Rand_District_Municipality) |  |  |
| [Amajuba District Municipality](https://en.wikipedia.org/wiki/Amajuba_District_Municipality) | **KZN** |  |  |
| [eThekwini Metropolitan Municipality](https://en.wikipedia.org/wiki/EThekwini_Metropolitan_Municipality) |  |  |
| [iLembe District Municipality](https://en.wikipedia.org/wiki/ILembe_District_Municipality) |  |  |
| [Sisonke District Municipality](https://en.wikipedia.org/wiki/Sisonke_District_Municipality) |  |  |
| [Ugu District Municipality](https://en.wikipedia.org/wiki/Ugu_District_Municipality) |  |  |
| [uMgungundlovu District Municipality](https://en.wikipedia.org/wiki/UMgungundlovu_District_Municipality) |  |  |
| [uMkhanyakude District Municipality](https://en.wikipedia.org/wiki/UMkhanyakude_District_Municipality) |  |  |
| [uMzinyathi District Municipality](https://en.wikipedia.org/wiki/UMzinyathi_District_Municipality) |  |  |
| [uThukela District Municipality](https://en.wikipedia.org/wiki/UThukela_District_Municipality) |  |  |
| [uThungulu District Municipality](https://en.wikipedia.org/wiki/UThungulu_District_Municipality) |  |  |
| [Zululand District Municipality](https://en.wikipedia.org/wiki/Zululand_District_Municipality) |  |  |
| [Capricorn District Municipality](https://en.wikipedia.org/wiki/Capricorn_District_Municipality) | **LP** |  |  |
| [Mopani District Municipality](https://en.wikipedia.org/wiki/Mopani_District_Municipality) |  |  |
| [Sekhukhune District Municipality](https://en.wikipedia.org/wiki/Sekhukhune_District_Municipality) |  |  |
| [Vhembe District Municipality](https://en.wikipedia.org/wiki/Vhembe_District_Municipality) |  |  |
| [Waterberg District Municipality](https://en.wikipedia.org/wiki/Waterberg_District_Municipality) |  |  |
| [Ehlanzeni District Municipality](https://en.wikipedia.org/wiki/Ehlanzeni_District_Municipality) | **MP** |  |  |
| [Gert Sibande District Municipality](https://en.wikipedia.org/wiki/Gert_Sibande_District_Municipality) |  |  |
| [Nkangala District Municipality](https://en.wikipedia.org/wiki/Nkangala_District_Municipality) |  |  |
| [Frances Baard District Municipality](https://en.wikipedia.org/wiki/Frances_Baard_District_Municipality) | **NC** |  |  |
| [John Taolo Gaetsewe District Municipality](https://en.wikipedia.org/wiki/John_Taolo_Gaetsewe_District_Municipality) |  |  |
| [Namakwa District Municipality](https://en.wikipedia.org/wiki/Namakwa_District_Municipality) |  |  |
| [Pixley ka Seme District Municipality](https://en.wikipedia.org/wiki/Pixley_ka_Seme_District_Municipality) |  |  |
| ZF Mgcawu District Municipality |  |  |
| [Bojanala Platinum District Municipality](https://en.wikipedia.org/wiki/Bojanala_Platinum_District_Municipality) | **NW** |  |  |
| [Dr Kenneth Kaunda District Municipality](https://en.wikipedia.org/wiki/Dr_Kenneth_Kaunda_District_Municipality) |  |  |
| [Dr Ruth Segomotsi Mompati District Municipality](https://en.wikipedia.org/wiki/Dr_Ruth_Segomotsi_Mompati_District_Municipality) |  |  |
| [Ngaka Modiri Molema District Municipality](https://en.wikipedia.org/wiki/Ngaka_Modiri_Molema_District_Municipality) |  |  |
| [Cape Winelands District Municipality](https://en.wikipedia.org/wiki/Cape_Winelands_District_Municipality) | **WC** |  |  |
| [Central Karoo District Municipality](https://en.wikipedia.org/wiki/Central_Karoo_District_Municipality) |  |  |
| [City of Cape Town Metropolitan Municipality](https://en.wikipedia.org/wiki/City_of_Cape_Town_Metropolitan_Municipality) |  |  |
| [Eden District Municipality](https://en.wikipedia.org/wiki/Eden_District_Municipality) |  |  |
| [Overberg District Municipality](https://en.wikipedia.org/wiki/Overberg_District_Municipality) |  |  |
| [West Coast District Municipality](https://en.wikipedia.org/wiki/West_Coast_District_Municipality) |  |  |

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| --- |
| RETURNABLE DOCUMENTS CHECKLIST |
| **Legislative/Technical Documents** | Compliance |

| (M – Mandatory); (O – Optional) | Submitted | Bid Section Reference | Reference to Applicant’s document*(indicate page numbers)* |
| --- | --- | --- | --- |
| Applicant Eligibility |
| Application Invitation, signed and completed. | M | ❑ Yes ❑ No | Page 4, 17, & 51 |  |
| Declaration of Interest with Government (SBD 4), signed and completed. | **M** | ❑ Yes ❑ No | Page 7 |  |
| Declaration of Past SCM Practices (SBD 8), signed and completed. | **M** | ❑ Yes ❑ No | Page 9 |  |
| Certificate of Independent Bid Determination (SBD 9), signed and completed. | **M** | ❑ Yes ❑ No | Page 9 |  |
| **Application Eligibility** |
| Was the organization previously funded by the Department of Science and Technology as a Science Centre? *(not applicable for emerging science centres)* | **M** | ❑ Yes ❑ No | Page  |  |
| Does the organization meet the definition of a science centre being centre having permanent building with science engagement programmes as outlined under Definition of Science Centres? *(applicable for emerging science centres only)* | **M** | ❑ Yes ❑ No | Page  |  |
| Provide correspondence to substantiate that Department of Science and Technology and/or SAASTA have conducted a verification visit i.e. correspondence inviting them for site inspection, or previously funded by DST. *(applicable for emerging science centres only)* | **M** | ❑ Yes ❑ No | Page  |  |
| Provide a proof or attach the organization’s **ANNUAL PLAN** for the period of requested funding? | **M** | ❑ Yes ❑ No | Page  |  |
| Provide evidence that the proposed activities respond to at least one of the aims of the Science Engagement Strategy (see Aims listed in Annexure C) | **M** | ❑ Yes ❑ No | Page  |  |
| Reference 1: From:*For emerging science centres.* |  |
| Reference 2: From:*For emerging science centres.* |  |
| Reference 3: From:*For emerging science centres.* |  |
| Funding Documents | Compliance |
| Funding Request in this document completed. | **M** | ❑ Yes ❑ No | Page 26 |  |

|  |
| --- |
| ELIGIBILITY CRITERIA |

| Selection Element for funding allocation | **Meet Specification Minimum** | **Bid Section Reference** | Reference to Applicant’s document |
| --- | --- | --- | --- |
| **Applicant Eligibility Administration** |
| **Specification Eligibility** |
| 1 | Verify when **buying** any or some of the following: Mobile, Exhibits, equipment, apparatus, etc. must clearly provide the following information:1. Time-lines (provision of quotations will be an added advantage)
 | ❑ YES ❑ NO | Page |  |
| 2 | Verify the services and/or activities provided in the **Annual Plan** of the centre meet the requirements of:1. Clear Milestones / quarter
2. Target Audience and Number
3. Clear Intended Outcomes/programme or activity
4. With extra information including the Contingency Plan
 | ❑ YES ❑ NO | Page |  |
| 3 | Evaluate the cost effectiveness of the project, a full breakdown of costs, estimated quotations, summary of line items provided and no request for **management fees** in the proposal | ❑ YES ❑ NO | Page |  |

|  |
| --- |
| ECONOMIC EMPOWERMENT PRE-QUALIFICATION  |
| A Minimum B-BBEE status level of  | 4 |
| EME/QSE INCLUDED IN THE LEVEL SET ABOVE |
| **An applicant failing to meet the stipulated pre-qualifying criteria is automatically disqualified.**  |

| SBD 3: PRICING CONDITIONS AND DETAIL |
| --- |
| **1** | **Pricing Schedule:** In terms of General Conditions of contract clause 17.1, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract. |
| 2 | **Price Quotation Basis:** Price quoted is fully inclusive of all costs to deliver the services and/or goods to the specified NRF price delivery point including value-added tax in terms of General Conditions of contract clauses 12, 32.1 and 32.2.  |
| **3** | **Ceiling Price Calculation for Award: The NRF provides estimates to allow for the calculation of a project funding/price for the contract that allows an equal comparison basis equitable to all applicants for award selection.** |
| **4** | **Commitment to Contracted Service Provider: The NRF, through the signed contract, guarantees its support of the contracted party only.** |
| 5 | **Commitment to fund Purchase Orders issued in terms of the Contract:** The NRF issues written purchase orders stipulating services, funding support, goods, as well as delivery/funding date, and the unit price as set out in this contract. The NRF guarantees that the funding is available for the value of that purchase order.The cumulative value of all purchase orders issued and paid for is the total value of the signed contract. |

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| **FUNDING REQUIREMENT SCHEDULE** |

**FUNDING SUPPORT DETAILS – project plan**

Applicants must complete all the fields below in as much detail as possible for the evaluation panel to evaluate. **Please select your category below and look at the objectives for each. Please outline your project plan according to these objectives. You only have to reach at least one objective**

**Please note**: *insert as many lines as you need for all your activities*.

|  |
| --- |
| **COMPLETE YOUR PROJECT PLAN BELOW** |
| **OBJECTIVES 🡻** | **ACTIVITY 🡻** | **ACTIVITY OUTLINE 🡻** | **TARGET AUDIENCE 🡻** | **TIMELINE 🡻** | **COST 🡻** |
| **Which objective are you addressing?** | **What are you going to do?** | **How are you going to do it?** | **Who and how many are you going to engage?** | **When are you going to implement your activity?** | **How much is it going to cost?** |
|  | Activity 1 |  |  |  |  |
| Activity 2 |  |  |  |  |
| Activity 3 |  |  |  |  |

**ANNEXURE B**

|  |  |  |
| --- | --- | --- |
| **LINE ITEM** | **BUDGET****(R-Value)** | **Detail** |
| *e.g. SAASTEC Conference* | *R25 000.00* | *Flights, Car Rental, Accommodation and Registration Fees* |
| 1. INTERACTIVE EXHIBITS
 |  |  |
| 1. IN-HOUSE PROGRAMMES
 |  |  |
| 1. OUTREACH PROGRAMMES
 |  |  |
| 1. TRANSPORT
 |  |  |
| 1. LABORATORY EQUIPMENT
 |  |  |
| 1. MOBILE LAB
 |  |  |
| 1. MOBILE PLANETARIUM
 |  |  |
| 1. COMPUTERS
 |  |  |
| 1. OTHER **(PLEASE SPECIFY)**
 |  |  |
| **TOTAL COSTS** (sum of 1. to 9.) |  |  |

| **Programmatic Support grant Intervention (PSGI) 2018** |
| --- |
| **FUNDING REQUEST – DETAILED BUDGET BREAKDOWN** |
| **POSSIBLE GRANT HOLDER’S NAME:**  |  |
| **Line item no.** | Note: Add in extra lines if necessary |
| 1 | SAASTEC CONFERENCE | Activity Number/s: |  Cost per line item  | Total per Item  |
| 1.1 |  |  | R |  |
| 1.2 |  |  | R |  |
| 1.3 |  |  | R |  |
| 2 | INTERACTIVE EXHIBITS: | Activity Number/s: |  Cost per line item  | Total per Item  |
| 2.1 |   |   | R |  |
| 2.2 |   |   | R |
| 2.3 |   |   | R |
| 3 | IN-HOUSE PROGRAMMES: | Activity Number/s: |  Cost per line item  |  Total  |
| 3.1 |   |   | R |  R |
| 3.2 |   |   | R |
| 3.3 |   |   | R |
| 4 | OUTREACH PROGRAMMES: | Activity Number/s: |  Cost per line item  |  Total  |
| 4.1 |   |   | R | R |
| 4.2 |   |   | R |
| 4.3 |   |   | R |
| 5 | TRANSPORT: | Activity Number/s: |  Cost per line item  |  Total  |
| 5.1 |   |   | R | R |
| 5.2 |   |   | R |
| 5.3 |   |   | R |
| 6 | LABORATORY EQUIPMENT: | Activity Number/s: |  Cost per line item  |  Total  |
| 6.1 |   |   | R | R |
| 6.2 |   |   | R |
| 6.3 |   |   | R |
| 7 | MOBILE LAB | Activity Number/s: |  Cost per line item  |  Total  |
| 7.1 |  |  | R |  |
| 7.2 |  |  | R |  |
| 8 | MOBILE PLANETARIUM | Activity Number/s: |  Cost per line item  |  Total  |
| 8.1 |   |   | R | R |
| 8.2 |   |   | R |
| 8.3 |   |   | R |
| 9 | COMPUTERS | Activity Number/s: |  Cost per line item  |  Total  |
| 9.1 |  |  | R |  |
| 9.2 |  |  | R |  |
| 9.3 |  |  | R |  |
| 10 | OTHER (*PLEASE SPECIFY*): | Activity Number/s: |  Cost per line item  |  Total  |
| 10.1 |  |  | R |  |
| 10.2 |  |  | R |  |
| 10.3 |  |  | R |  |
|   |  |  |  |
|   |  |  |  |   |
|   | TOTAL AMOUNT: R  |  |

**ANNEXURE C**

|  |
| --- |
| * The four aims of the science engagement strategy; viz:
	+ popularising science, engineering, technology and innovation as attractive, relevant and accessible in order to enhance scientific literacy and awaken interest in relevant careers;
	+ developing a critical public that actively engages and participates in the national debates on science and technology to the benefit of society;
	+ enhancing science engagement through science communication activities; and
	+ profiling South African science and science achievements, demonstrating their contribution to national and international development.
 |

| CONDITIONS OF EXECUTION |
| --- |
| 1 | **Implementation Planning and Project Management:**The contracted provider and the NRF project team will arrange an initial meeting to determine the execution project plan for the contract. Both parties shall agree on the finalised timetable stating clearly the commencement and completion dates for each stage of the implementation. |
| 2 | **Performance Verification:**The contracted provider and the NRF project team clarify and agree on the performance verification documentation for the contract. The contracted provider shall provide all performance verification to the NRF appointed contract manager to verify the performance of this contract.All payments made prior to performance verification are deemed as loans repayable on demand where performance verification is not provided within 30 days must be repaid to the NRF. |
| 3 | **Contract Due Diligence during the contract period:** The NRF has the right to conduct science engagement and funding due diligence including site visits and inspections at any time during the contract period. |
| 4 | **Communication:** The contracted parties communicate in writing through mail delivery, or email. The contracted party must state the contract number and purchase order number, if the latter is applicable, on communication and documentation. The contract party is not obliged to act upon any communication that does not include the contract number unless such communication is verified with the assigned NRF contract manager prior to acting upon it |
| 5 | **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act. To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts. The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site. The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party’s team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party’s health and safety file. |

| PERFORMANCE/SERVICE LEVEL CONDITIONS  |
| --- |
| 1. | The NRF measures the contracted applicant’s performance against performance levels in the execution of the contract. The contracted applicant recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted applicant’s failure to meet performance levels is not susceptible to precise determination. |
| 2. | Where the non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff, the NRF does not hold the contract applicant liable for that performance failure.  |
| 3. | If the contracted applicant fails to meet any performance level:1. The contracted applicant 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, to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
4. Take appropriate preventive measures to prevent the recurrence of the performance level failure.
 |
| 4 | 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 the contract specifications for any measurement period as a failure to meet the stipulated performance levels. |
| **STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS** |

| PERFORMANCE BEING MEASURED | MEASUREMENT METHODOLOGY | **P**ENALTY AND LEVEL APPLICABLE FROM |
| --- | --- | --- |
| Performance verification documentation as specified in this contract has been supplied | Both parties verify that all verification documentation has been provided | Penalty – no new funding will be awarded until the previous grant is reconciled, andLetter of demand - for all upfront payments to be repaid |
| Submission of an implementation report and financial report | Measured after the project roll-out as per the deadline in the contract and is in the template provided. The reports are compulsory. | Penalty – failure to deliver as per agreement, the applicant will have to pay back all funds received |
| Submission of the following:1. Centre Visits - signed attendance registers (template provided by SAASTA) for all visitors.
2. Learner Interventions from Participating schools supported by complete attendance Summary form/s (template supplied by SAASTA) in full.
 | A school representative must sign the form/s. | Penalty – failure to deliver as per agreement, the applicant’s future funding will be negatively affected |
| Successful grant holders must submit the final project report including financial report to SAASTA by the agreed deadline | SAASTA verifies report received before the deadline | Penalty – failure to deliver as per agreement, the applicant will have to pay back all funds received |

| GENERAL CONDITIONS |
| --- |
| In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.**The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). Special contract conditions specific to this bid contract that listed in the above sections of this document. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.** |
| GCC1 | 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 into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..** |
| 1.3 | **“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.**  |
| 1.4 | **“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.** |
| 1.5 | "**Countervailing duties**” 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. |
| 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 applicant, and includes collusive practice among applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the applicant 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.** |
| 2.2 | **Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.** |
| 2.3 | **Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.** |
| GCC3 | 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 eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za |
| GCC4 | Standards |
| 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| GCC5 | Use of contract documents and information |
| 5.1 | The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. |
| 5.2 | The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.  |
| 5.4 | The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| SCC5A | Copyright and Intellectual Property**Intellectual property** are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others). **Background intellectual property** is the intellectual property pertaining to this contract, created, and owned by any of the contracted parties to this contract prior to the effective date of this contract.**Contract intellectual property** is the intellectual property created by the parties to this contract for and in the execution of the contract. All background intellectual property (existing prior to this contract) 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 supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.The contracted supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection. The contracted supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.The contracted supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause. |
| SCC5B | ConfidentialityThe recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:1. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation’s prior written consent.
2. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
3. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the 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 to1. Disclose the confidential information to any third party, or
2. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
3. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:1. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
2. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
3. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
4. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:1. All written disclosures received from the NRF;
2. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
3. 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. |
| SCC5C | Protection of Private InformationThe supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received.  By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.  |
| 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 applicant 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; or7.3.2 a 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. |
| GCC8 | Inspections, tests and analyses |
| 8.1 | All pre-bidding testing will be for the account of the applicant. |
| 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 applicant or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. |
| 8.3 | If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. |
| 8.4 | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in 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. |
| GCC10 | Delivery and Documentation |
| 10.1 | The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier. |
| 10.2 | Documents submitted by the supplier specified in SCC. |
| GCC11 | ****Insurance**** |
| 11.1 | The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| SCC11A | The contractor carries insurance of R 3 million for both:1. public liability (including product liability) plus
2. professional indemnity
 |
| SCC11B | NRF assets in custody of the contractor are insured for the value of the replacement value of the asset. |
| GCC12 | Transportation |
| 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| 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; and13.1.5 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. |
| SCC13A | In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.  |
| GCC14 | 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; and14.1.2 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; and14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| SCC14A | Prices for spare parts charged by supplier not included in this contract’s initial price schedule (SBD 3.1) shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares.The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.  |
| 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. |
| SCC15A | The warranty period in Clause 15.2 for delivery or performance that has been accepted by the NRF at the final destination indicated in the contract shall not read twelve (12) months, or eighteen (18) months after the date of shipment from the port or place of loading in the source country, rather shall read as the period of the contract as specified 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. |
| SCC16.1A | The NRF’s method of payment is electronic funds transfer after all conditions of Clause 16 are met. |
| 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. |
| SCC16.2A | Clause 16.2 the term “copy of the delivery note and upon fulfilment of other obligations stipulated in the contract” is met by a NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract. |
| 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| SCC16.3A | The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16.2A |
| SCC16.1A |  |
| GCC17 | Prices |
| 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be. |
| SCC17 | Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and, where applicable, spare parts. Where price is subject to rate of exchange variation, the applicant states the portion subject to exchange rate variation with the currency used in their bid for each line in the price schedule. The base exchange rate will be set at the time of awarding the contract as published by the bank ABSA. As neither party controls the movement of the exchange rate, the contracted provider and the NRF will share any currency exchange rate variation costs and benefits from the base price equally for the line items where the applicant has stated the foreign currency portion. (If the price of items at the time of payment to the supplier is above the base rate, NRF will only pay 50 percent of the cost above the base rate. If the price of goods and services is below the base rate, NRF will be entitled to receive 50 percent of the amount below the base rate.) |
| 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 |
| SCC20 | Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations. |
| 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 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; or23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| 23.2 | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| SCC23.2A | In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier. |
| 23.3 | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. |
| 23.4 | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. |
| 23.5 | Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. |
| 23.6 | 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 restriction23.6.3 The period of restriction; and23.6.4 The reasons for the restriction.These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector. |
| 23.7 | If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website. |
| 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. |
| 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; and27.5.2 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; and28.1.2 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. |
| SCC30.1A | Other legal systems are not applicable. |
| 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 has been given, shall be reckoned from the date of posting of such notice |
| SCC31 | Electronic communication, to the extent it meets the requirements of legal notices and the requirements of the electronic communication laws, is permitted. |
| GCC32 | 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 applicant 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 applicant. This certificate must be an original issued by the South African Revenue Services |
| SCC32A | The “tax certificate” in clause 32.3’s second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments. |
| GCC33 | 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 applicant (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
| 34.2 | If a applicant(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
| 34.3 | If a applicant(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 applicant(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 applicant(s) or contractor(s) concerned. |

| SCIENCE ENGAGEMENT CONTRACT SUBMISSION CERTIFICATE |
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| I hereby undertake to supply all or any of the goods, works, and services described in this science engagement invitation to the NRF in accordance with the requirements and specifications stipulated in this Invitation document at the price/s quoted. |
| My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of this Invitation. |
| The following documents are deemed to form and be read and construed as part of this offer to the Science Engagement Contract even where integrated in this document: |
|  | Application Invitation |
| Science Engagement Contract including the following sections:1. Specification(s) for funding support;
2. Funding requirement (budget) - (SBD 3);
3. Applicants responses to this document;
4. Due Diligence
	1. CSD report;
	2. Declaration of Interest (SBD4);
	3. Independent Price Determination (SBD 9);
	4. Declaration of Applicant’s past SCM practice (SBD 8); and
5. Contract conditions
 |
| I confirm that I have satisfied myself as to the correctness and validity of my application in response to this Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. |
| I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me. |
| I declare that I have had no participation in any collusive practices with any other applicant or any other person regarding this or any other Bid. |
| I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 8, SBD 9) is correct and I accept that the NRF may reject the application or act against me should these declarations prove to be false. |
| I confirm that I am duly authorised to sign this response.  |
| NAME (PRINT) |  |
| CAPACITY |  |
| SIGNATURE |  |
| WITNESS 1 |  |
| NAME |  |
| SIGNATURE |  |
| WITNESS **2** |  |
| NAME |  |
| SIGNATURE |  |
| WITNESS **3** |  |
| NAME |  |
| SIGNATURE |  |
| WITNESS **4** |  |
| NAME |  |
| SIGNATURE |  |
| DATE |  |