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SAASTA

South African Agency for Science  
and Technology Advancement

## INVITATION TO BID

### APPOINTMENT OF A SERVICE PROVIDER TO TRAINING ON LIFE SKILLS TO GRADUATES FOR A PERIOD OF 36 MONTHS (3 YEARS)

**Bid Number** : NRF/SAASTA/02/2019-2020  
**Closing date** : 09/08/2019  
**Time** : 11H00 AM

**Bidder Name:**

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#### BID DELIVERY DETAILS

**Physical address:**

Tender Box at the pavement Entrance of the Didacta Building, 211 Nana Sita Street, Pretoria, 0001

GPS coordinates: 25° 45'03,30"S & 28° 11'21,42"E

Accessible: 24 Hours with the opening having dimensions of 10cm x 40 cm

**Addressed as follows:**

On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and Email Address.

The same applies for the two envelopes inside (Technical Response and Pricing Response) All documents are bound in one folio for each envelope

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# INTRODUCTION

## INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

## INTRODUCTION TO THE BUSINESS UNITS PARTICIPATING IN THIS CONTRACT

The South African Agency for Science and Technology Advancement (SAASTA) is a business unit of the NRF with the mandate to market science to increase public awareness, appreciation and engagement of science, technology, engineering, mathematics and innovation (STEMI) in South Africa.

## CONTEXT OF THIS PROCUREMENT NEED

The objective is to provide training courses on entrepreneurship to graduates in the National Youth Service Programme (NYS) and Science and Technology Youth Journalism Programme (STYJ) programmes. SAASTA has placed NYS volunteers/interns in 67 host institutions across nine provinces. The STYJ participants are hosted by twenty five community media houses located in at least twenty one District Municipalities across nine provinces. SAASTA manages an average number of volunteers and interns per annum of approximately 300. Volunteers and interns are exposed to various formal and informal training courses, some accredited by relevant accreditation bodies and some not. SAASTA determines the choice of training courses through questionnaires to the volunteers/interns of what their requirements are and the need of the market for employability. The choice of courses and the depth and breadth thereof also depends on the funds available for the three years 2020-2023.

The number of volunteers for estimating purposes is two hundred and fifty (250) for NYS and fifty (50) for (STYJ) per year. The estimated total number of volunteers and interns will be three hundred (300).

## BACKGROUND TO THE NATIONAL YOUTH SERVICE PROGRAMME (NYS)

The Department of Higher Education and Training incorporating the Department of Science and Technology (DST) is implementing the National Youth Service (NYS) Programme through the NRF’s business unit SAASTA. The NYS Programme is an initiative to utilise youth in service delivery as well as contribute towards youth development for effective participation in the mainstream economy. The Programme provides young South Africans with opportunities to serve their communities; learn from their duties; attend offered training programs and gain work experience. SAASTA places young Science, Engineering and Technology (SET) graduates between the ages of 18 and 35 during the twelve month period of the in the programme in SET organizations implementing activities that enhances the Youth into Science Strategy distributed across all provinces. The majority of these graduates have entered the work place and the work environment for the first time through participation in this Programme. Training therefore, forms an integral part of the DST NYS Programme. The terms of reference are thus based on the training aspect of the NYS Programme.

## BACKGROUND TO THE SCIENCE AND TECHNOLOGY YOUTH JOURNALISM PROGRAMME

The Department of Higher Education and Training incorporating the Department of Science and Technology (DST) is supporting the Comprehensive Rural Development Programme through initiating the Innovation Partnership for Rural Development Programme (IPRDP) to gather knowledge, evidence and learning for integrating innovation technologies in improving access and quality of public service delivery. The programme demonstrates technologies in various sectors ranging from water, sanitation, energy and ICT. The programme promotes interest in science and technology amongst the disadvantaged youth through the Science and Technology Youth Journalism (STYJ) Programme. SAASTA is coordinating and managing activities pertaining to the STYJ project.

<b>PRE-QUALIFICATION ELIGIBILITY CRITERIA</b>			
<b>B-BBEE REQUIREMENT</b>			
Minimum status B-BBEE level required	Yes		
Minimum status level	1		
<b>Verification Certificate Submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sworn Affidavit Submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.			
<b>BUSINESS RESCUE</b>			
Business must disclose whether in business rescue	Yes	No	Tick which applies
A bidder in business rescue is automatically disqualified.			

# PART A - CONTRACT

## ENTREPRENEURSHIP COURSE DETAIL SPECIFICATIONS

### 1 Class sizes

- 1.1 The appointed bidder will offer the course in classes.
- 1.2 Each class is structured for 15 to 20 delegates
- 1.3 Class capacity will remain between 15 and 20 delegates per class.

### 2 Provinces

- 2.1 The appointed bidder will offer the course in the following provinces:
  - 2.1.1 Eastern Cape
  - 2.1.2 Free State
  - 2.1.3 Gauteng
  - 2.1.4 KZN
  - 2.1.5 Limpopo
  - 2.1.6 Mpumalanga
  - 2.1.7 North West
  - 2.1.8 Northern Cape
  - 2.1.9 Western Cape

### 3 Frequency

- 3.1 The number of times will depend on the number of volunteers and interns in the programme to make up a group of 15-20.
- 3.2 SAASTA reserves the right not to hold the course.

### 4 Structure of the course

- 4.1 The appointed bidder provides a detail structure of the offered course including the offered modules, content in each module and mode of training per module suited for delegates who have no previous working experience.
- 4.2 Upon appointment, the business unit's contract manager will review and approve the detail structure for implementation.
- 4.3 The bidder provides a draft structure of the course, outline of its module/s including content of each module demonstrating its suitability for delegates having no previous working experience for bid evaluation purpose.

### 5 Duration

- 5.1 The course sessions are two (2) days per group, including all required assessments.

### 6 Learning mode

- 6.1 The course is presented in either a mixed learning mode (e.g. use of audio visuals and practical activities) or blended learning mode.

## **7 Course content and content of the course manual**

- 7.1 The appointed bidder will cover the following topics in their course:
  - 7.1.1 Negotiating and communication skills from a personal perspective (i.e. Email, face-to-face or phone):
    - 7.1.1.1 Verbal
    - 7.1.1.2 Non-verbal
    - 7.1.1.3 Written
  - 7.1.2 Problem solving
    - 7.1.2.1 How to think out of the box
    - 7.1.2.2 Ability to pinpoint the root cause of a problem
    - 7.1.2.3 How to prioritise
    - 7.1.2.4 Apply steps to solve problems
  - 7.1.3 Emotional intelligence
    - 7.1.3.1 What is emotional intelligence
    - 7.1.3.2 Why it is important in a working environment.
  - 7.1.4 Office etiquette
    - 7.1.4.1 The appropriate use of the office resources (i.e. email, telephone, internet and social media)
  - 7.1.5 Personal time management.
    - 7.1.5.1 Identify personal time wasting habits
    - 7.1.5.2 How to stop procrastination and avoid distractions
  - 7.1.6 Personal financial management.
    - 7.1.6.1 Basic financial terminology
    - 7.1.6.2 Budgeting.
  - 7.1.7 Interview skills
    - 7.1.7.1 CV writing tips
    - 7.1.7.2 How to prepare for an interview
  - 7.1.8 Professionalism in the workplace
    - 7.1.8.1 How to build a professional relationship in the workplace
    - 7.1.8.2 How to network
    - 7.1.8.3 How to communicate for a good impression
    - 7.1.8.4 Office conduct
    - 7.1.8.5 Dress code
- 7.2 The appointed bidder provides the course and module/s outline and content as stated in their bid.
- 7.3 The appointed bidder provides all stationery (Pen, A5 30page-notepad) per delegate.
- 7.4 The appointed bidder provides course content material (both soft and hard copies) for the duration of the course for each delegate for future reference purpose.
- 7.5 The course content material (both soft and hard copies) paid by SAASTA becomes the property of the delegates and SAASTA.

7.6 All course material presented is easily understandable by delegates with no formal working experience.

7.7 All course content include both use of audio visuals and practical activities.

## **8 Facilitators**

8.1 Facilitators must have the qualifications and experience to present the training

8.2 The appointed bidder provides the detailed curriculum vitae with qualifications and experience of its facilitators for approval by the business unit's contract manager.

8.3 Upon appointment and thereafter where the appointed bidder needs to utilise a different facilitator than submitted in their bid, the appointed bidder provides the detail CV of that person with similar skills and experience to the business unit's contract manager for approval prior to facilitation.

## **9 Training locations**

9.1 The services will be rendered to NRF|SAASTA Human Resources Management in various locations within the country as stipulated in this bid.

9.2 SAASTA will identify and communicate to the appointed bidders the training venues per province.

## **10 Course material**

10.1 Course material must consist of reference guides/learning aides

10.2 The reference guides/learning aides must be compiled in an easily understandable manner for the level of these delegates.

10.3 The course material/manuals become the property of the delegates upon completion of the course.

## **11 Delegate approval**

11.1 SAASTA approves all delegates participating in this training.

11.2 Only delegates in the NYS and STYJ programmes will attend the course.

## **12 Qualifications of the facilitators**

12.1 Workshop facilitator(s) must have a minimum of a National Diploma training qualification.

12.2 Workshop facilitator(s) must have a minimum of a three-year training or facilitation experience.

## **13 Medium of training**

13.1 The medium of facilitation will be English

## **14 Completion certificates**

14.1 The appointed bidder issues completion certificates to the delegates completing the course.

14.2 The certificates of completion must bear the relevant accreditation mark.

14.3 The certificates of completion must bear the logos of both the training provider and the NRF.

14.4 The appointed bidder issues certificates of attendance on the last day of training

14.5 The appointed bidder provides SAASTA with certified copies of the certificates given to the delegates.

## **15 Measuring delegates performance**

15.1 The appointed bidder must maintain attendance registers of all delegates per course day and provide these signed attendance registers of delegates after each session (SAASTA provides the register template) to SAASTA.

15.2 The appointed bidder keeps records of their evaluation of the delegates.

15.3 The appointed bidder provides detailed electronic narrative reports per quarter per annum. (SAASTA provides the template).

15.4 SAASTA will provide the reporting submission deadlines to the appointed bidder.

## 16 Performance measurement

16.1 The appointed bidder must provide a narrative report for each completed course the as a minimum includes feedback/evaluation on performance of each delegate completing the course.

16.2 The business unit's contract manager measures the appointed bidder's performance utilising

16.2.1 Attendance registers

16.2.2 Narrative reports

## 17 Training material milestones

17.1 Training materials must be ready five days before training.

## 18 SAASTA representative

18.1 The appointed bidder will working in a remote location outside of SAASTA offices together with a representative from NRF|SAASTA.

## 19 Logistical arrangements

19.1 SAASTA is responsible for the logistical arrangements and administration for the volunteers, interns and facilitator to attend the training course for the duration of the training.

## 20 Availability of facilitator

20.1 The appointed bidder makes available a qualified facilitator five (5) days before each training session.

20.2 The facilitator is available for five days including the days of the training session.

## 21 Query resolution service

21.1 The appointed bidder resolves any query from the business unit within 72 hours of the business unit logging the query with the appointed bidder.

## 22 Contract manager

22.1 The appointed bidder provides the name and contact details of their contract manager upon signing the contract to the business unit's contract manager.

22.2 The business unit's contract manager is:

22.2.1 Ms Sophie Ramaboya - Human Resources Practitioner

22.2.2 Content details will be provided to the appointed bidder.

22.3 Where either party changes the contract manager, they must advise the other party within 5 working days.

22.4 The service provider will report to the business unit's contract manager.

22.5 The appointed bidder at all times receives instructions from the business unit's contract manager.

## 23 Contract management meetings

23.1 The appointed bidder and the business unit's contract manager at the commencement of this contract will agree on the schedule of performance management meetings with at least one per three months.

23.2 The appointed bidder will arrange additional contract meeting with the business unit's contract manager where operational issues require such meetings outside of the agreed scheduled meetings.

23.3 The appointed bidder will maintain written minutes.

23.4 The appointed bidder will generate and circulate the draft minutes recording important decisions for review by the business unit's contract manager within seven working days of the meeting date.

23.5 The appointed bidder and the business unit's contract manager approve the minutes in writing within ten



working days of the meeting date.

## **24 Payment**

- 24.1 Payment terms are within 30 working days of receipt of invoice issued following successful acceptance tests and where the invoices are accompanied by business unit's contract manager signed delivery validation documents of performance and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.
- 24.2 It is in the interests of the appointed bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged on late payment will be charged to the appointed bidder where these costs arose from non-adherence to the above.

## **25 Service provider evidence of its ability to deliver the contract**

- 25.1 Bidders submit a training profile between 3 to 10 pages detailing their experience in the field related to their course offering stating topics covered and number of delegates that attended for bid evaluation purposes.
- 25.2 Bidders must have a minimum of 3 years' experience in the training business. The bidder provides a statement for bid evaluation purpose with a minimum of:
  - 25.2.1 Length of time in training.
  - 25.2.2 Clients to which provided training in the last twenty four (24) months.
  - 25.2.3 Summary of the names and contact details of a minimum of three clients over the past three years.
- 25.3 The bidder provides a minimum of three (3) written references within the last 2 years. Bidders can use their own template but must address the risks set out in the reference letter template. Where bidders have reference letters from clients that do not address the risks set out in the reference letter template, the bidders must provide the contact details for SAASTA to conduct due diligence. SAASTA conducts such telephonic due diligence utilising the same reference template to confirm that the bidders can meet these minimum risk requirements "meet requirements".
- 25.4 The bidder must supply detailed curriculum vitae with qualifications and experience of the proposed facilitator(s) for bid evaluation purpose with.
- 25.5 The appointed bidder has a manager or team leader managing the contract with a relevant qualification and two years' experience. The bidder attaches the cvs of its manager and/or team leader for bid evaluation purposes.

## **26 Ethical requirements**

- 26.1 The appointed bidder has no interests with the NRF, clean past SCM practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, SBD 8, and SBD 9

## **27 Incidental Services**

- 27.1 Incidental services include all services to support the contract.
- 27.2 In the event that these incidentals are required, the incidental service request 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.
- 27.3 The business unit's contract manager verifies the performance of issued purchase orders for incidentals prior to payment being authorised.

## **28 Contract due diligence during the contract period**

- 28.1 The business unit has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.

## **29 Performance monitoring**

- 29.1 The business unit's contract manager and the appointed bidder together at the first meeting will populate the project plan for delivering the training including the key performance indicators with the minimum performance levels and both parties will sign off on these.
- 29.2 The business unit's contract manager with the appointed bidder's contract manager must have at least one meeting every three months in which the previous months' performance is reviewed.
- 29.3 The business unit's contract manager measure delivered performance against the service levels as agreed in accordance with this document.
- 29.4 The business unit's contract manager with the appointed bidder's contract manager measures and manages the appointed bidder's performance utilising
  - 29.4.1 Attendance registers
  - 29.4.2 Narrative reports for each completed course that as a minimum includes feedback/evaluation on performance of each delegate completing the course.
  - 29.4.3 The contract expenditure of each course held in terms of cost effectiveness and cost efficiency to deliver value for the contract cost.
  - 29.4.4 The contract expenditure of each course against the budget for that course taking into account costs managed directly by SAASTA.
  - 29.4.5 The cumulative value of contract expenditure against the cumulative value of the budget expenditure.
  - 29.4.6 Actual performance against the pre-set values for each of the agreed key performance indicators.
- 29.5 The appointed bidder provides the above performance information to the business unit's contract manager on a quarterly basis within seven days of the end of the quarter.
- 29.6 The business unit's contract manager with the appointed bidder's contract manager will assess achievement against the agreed project plan and, if necessary, will agree on an updated schedule of courses with their costings as well as revised minimum performance levels for the key performance indicators that will apply for the next quarter.
- 29.7 The contract manager and the appointed bidder review annually the contract taking into future availability of funds.
- 29.8 The NRF, through the signed contract, guarantees its procurement in terms of this contract from the appointed bidder only where the appointed bidder meets or exceeds the contractual performance levels.
- 29.9 The business unit's contract manager with the appointed bidder's contract manager will agree on the level of performance received any correction actions where there is agreed poor performance, and if required, the application of penalties.

## **30 Poor performance escalation where the bidder fails to meet any performance level**

- 30.1 The appointed bidder shall investigate and report on the root causes of the performance level failure to the business unit's contract manager where such as been identified and agreed to by both parties.
- 30.2 The appointed bidder corrects the failure and begins meeting the set performance levels.
- 30.3 The appointed bidder advises the business unit's contract manager as to the extent requested by these contract managers of the status of remedial efforts being undertaken with respect to such performance level failure; and
- 30.4 The appointed bidder takes preventive measures to prevent the recurrence of the performance level failure.

**31 Statement of service performance levels**

<b>Performance being measured</b>	<b>Measurement</b>	<b>Penalty trigger level</b>	<b>Penalty</b>
Facilitator availability.	Days	Not available (5) days prior training.	7% of the training course invoice value plus all costs incurred (all logistical costs, venue costs, and SAASTA staff time) by SAASTA related to that training
Training material availability.	Days	Not available (5) days prior training.	7% of the training course invoice value plus all costs incurred (all logistical costs, venue costs, and SAASTA staff time) in SAASTA providing copies of the training material to delegates
Issuing of certificates of attendance.	Days	Available at close of training	7% of the training course invoice value plus all costs incurred to create and deliver certificates to the delegates
Training material	Against bid offer	Training material do not meet the offered quality	7% of the training course invoice value plus all costs incurred to create and deliver material to the delegates

**32 Varying the initial service levels and setting revised service levels**

- 32.1 The appointed bidder and the business unit's contract manager review the initial service levels as set out in this document after the first three months. Where both parties agree to variation of the service levels, both parties will place the agreed service levels, date effective from, performance penalties, and any matter forming part of such service levels in writing. Both parties will sign and the revised service levels will be an appendums to this contract.
- 32.2 The appointed bidder and the business unit's contract manager review the current agreed service levels and performance after each twelve months..

**33 Communication**

- 33.1 The contracted parties communicate in writing through mail, delivery, or email. The contracted parties state the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract parties do not act upon any communication without the contract number or must verify such communication with the business unit's contract manager prior to acting upon it.

**34 Insurance**

- 34.1 The appointed bidder carries insurance of at least 5% of the contract value or R 3 million for public liability, and professional indemnity whichever is greater.

**35 Warranty**

- 35.1 No warranty applies to this contract.

## **36 Subcontract**

36.1 Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.

## **37 Termination for Default**

37.1 In the event of the non-performance as per the agreed contract, the NRF will appoint an alternative third party at the cost of the appointed bidder. The defaulting third party is obliged to settle the damages/additional costs that the NRF and its business units have incurred as result of their non-performance. The defaulting third party with the replacement third party will set up a handover process that ensures continuity of service to the NRF.

## **38 Copyright and Intellectual Property**

38.1 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).

38.2 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.

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

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

38.5 The contracted 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.

38.6 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 section 39.

38.7 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.

38.8 The contracted 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.

38.9 The contracted 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.

38.10 The contracted 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.

### 39 Confidentiality

- 39.1 The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:
- 39.1.1 Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.
  - 39.1.2 Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
  - 39.1.3 Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.
- 39.2 The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to
- 39.2.1 Disclose the confidential information to any third party, or
  - 39.2.2 Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
  - 39.2.3 The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.
- 39.3 The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:
- 39.3.1 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;
  - 39.3.2 Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
  - 39.3.3 Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
  - 39.3.4 Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.
- 39.4 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:
- 39.4.1 All written disclosures received from the NRF;
  - 39.4.2 All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
  - 39.4.3 All material embodiments of the contract intellectual property.
- 39.5 The recipient acknowledges that the confidential information made available solely for the execution of the

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

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

39.7 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.

#### **40 Protection of Private Information**

40.1 The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.

#### **41 Original bid documents for contract signing**

41.1 Bidders must submit the specified original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. This serves as the original master set annexed to the mandatory SBD 7 contract signing form creating the legal contract between the appointed bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.

## **CONTRACT PERIOD**

The contractual period is three (3) years (36 months). Commencement will be date of final signature on the SBD 7 Contract Signing Form.

## **THE BIDDER SELECTION PROCESS**

### **Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.**

#### **Compliance to submission requirements**

Bidders warrant that they can provide the goods and/or services in accordance with the specifications and conditions set out in this bid document. Bidders warrant that their bid document has as a minimum the specified documents required to verify their ability to deliver the specifications and conditions as set out in the bid documents. Bidders are disqualified when: the required documents to verify their ethical conduct, the delivery of the specification, and their contract execution during the period of the contract are not provided.

#### **Compliance to technical specifications**

Bidders are disqualified when they are not compliant with the technical specifications.

#### **Due Diligence Research**

The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s). Where circumstances justifies it, the NRF conducts interviews with bidders for

them to clarify their bid submission to the evaluation committee

### **Stage 2 – Price competition**

Compliant bidders from the previous stage compete against each other on price at the stated specification level. The NRF compares each bidder's pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements. The NRF ranks the qualifying bids on points scored on the basis of both Price and B-BBEE as indicated on SBD 6.1 in accordance with the PPPFA.

### **Stage 3 – Award and Contract Signing**

The bid evaluation committee recommends to its Delegated Authority the bidder with the highest combined score for the contract award subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, submits the SBD 1 questionnaire to obtain the Confirmation of Tax Obligations letter from the South Africa Revenue Services.

## **CANCELLATION OF THE BID PRIOR TO AWARD**

The NRF cancels the Bid Invitation prior to making an award where

- a) Due to changed circumstances there is no need for the specified procurement in the document, or
- b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

## **EVALUATION OF BIDDER'S ABILITY TO DELIVER**

Criteria (All criteria are weighted equally to each other)	SCORE	Bid Section Reference	Reference to Bidder's document	SCM Verification
Has the bidder met the minimum B-BBEE Level?	<b>M</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Pre-qualification Page 4		
Has the bidder provided certified copies of their BBEE certification?	<b>M</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 30 to 33		
Has the bidder provided the SBD 6.1 agreeing with the above?	<b>M</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 30 to 33		
Has the bidder disclosed any interests in its Declaration of Interest with Government (SBD 4)?	<b>M</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Paragraph 26 Pages 9 & 29 to 30		
Where the bidder has disclosed interests, these do not breach the SBD 1 requirement that no bids will be considered from persons in the service of the state/NRF, companies with directors who are persons in the service of the state/NRF, or close corporations with members' persons in the service of the state/NRF (SBD 4 and SBD 1)?	<b>M</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Paragraph 26 Pages 9 & 29 to 30		
Has the bidder declared any performance issues with in government and/or the NRF in Declaration of Past SCM Practices (SBD 8)?	<b>M</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Paragraph 26 Pages 9 & 33 to 33		

<b>Criteria</b> (All criteria are weighted equally to each other)	<b>SCORE</b>		<b>Bid Section Reference</b>	<b>Reference to Bidder's document</b>	<b>SCM Verification</b>
Has the bidder complied with its Certificate of Independent Bid Determination (SBD 9)?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Paragraph 26 Pages 9 & 33 to 34		
Is the Pricing (SBD 3) submitted in a separate envelope	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 26		
Has the bidder signed the SBD 1?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 37		
<b>Criteria</b> (All criteria are weighted equally to each other)	<b>SCORE</b>		<b>Bid Section Reference</b>	<b>Reference to Bidder's document</b>	<b>BEC Verification</b>
<b>Service Specification (Pages 5 to 14)</b>					
Does the bidder have three or more years' experience in providing training?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.2 Page 9		
Does the training profile support the bidder having done a minimum of three to five similar training courses in the last sixty months?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.1 Page 9		
Does the course manager's cv demonstrate experience in managing a course of this nature?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.525.4 Page 9		
Do facilitators cvs have the content strength and training experience to deliver the course?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 8 Page 7 Section 25.4 Page 9		
Do the bidder's references submit the minimum of 3 references?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.3 Pages 9 & 34 to 35		
Does the due diligence conducted on written references and/or on contact details demonstrate that the bidder meets the minimum threshold?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.3 Pages 9 & 34 to 35		
Does the bidder have a minimum of three to five sets of audio-visual material linked to their proposed topics?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5		
Does the bidder have a minimum of two to four practical activities linked to the topics?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5		
Does the bidder's draft course outline cover a minimum of seven topics set out in the specification?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5		
Do the draft course structure, modules outline and content meet specifications?	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5		



<b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b>	<b>YES - PASS TO PRICING</b>	<b>NO - DISQUALIFIED</b>
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## BIDDER NEEDS TO KNOW

<b>ACKNOWLEDGEMENT OF READING EACH PAGE</b>
The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.
<b>CENTRAL SUPPLIER DATABASE REGISTRATION</b>
The NRF requests bidders to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable SAASTA to verify the supplier's tax status on the Central Supplier Database.
<b>CLARIFICATION</b>
If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. NRF does not provide the origin of the request to any party.
<b>RESPONSE PREPARATION COSTS</b>
The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
<b>COUNTER PROPOSALS</b>
No counter proposals are accepted.
<b>TWO ENVELOPE SYSTEM</b>
The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.
<p>a) All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box.</p> <p>b) Bidders are required to package their response/Bid as follows:</p> <ul style="list-style-type: none"> <li>• <b>Envelope 1 part A: Bid Forms and Compliance Response</b></li> <li>• <b>Envelope 1 part B: Technical Response (response to scope of work)</b></li> <li>• <b>Envelope 2: Financial quote</b></li> </ul>
<b>COLLUSION, FRAUD AND CORRUPTION</b>
Any effort by Bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
<b>FRONTING</b>
The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should The NRF establish and notify the bidder of potential breaches. Failure to do so within

a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

**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/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and The NRF shall have no liability towards the responding service providers or any other party in connection therewith.

**GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**GENERAL CONDITIONS OF CONTRACT**

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

**The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid disclosed in the specification section supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.**

GCC1	<b>Definitions - The following terms shall be interpreted as indicated:</b>
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

## GENERAL CONDITIONS OF CONTRACT

	by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..
1.3	<b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	<b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	<b>“Countervailing duties”</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	<b>“Country of origin”</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	<b>“Day”</b> means calendar day.
1.8	<b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.
1.9	<b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand..
1.10	<b>“Delivery into consignees store or to his site”</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	<b>“Dumping”</b> occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	<b>“Force majeure”</b> means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	<b>“Fraudulent practice”</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	<b>“GCC”</b> mean the General Conditions of Contract.
1.15	<b>“Goods”</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	<b>“Imported content”</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	<b>“Local content”</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	<b>“Manufacture”</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	<b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	<b>“Project site”</b> , where applicable, means the place indicated in bidding documents.
1.21	<b>“Purchaser”</b> means the organization purchasing the goods.
1.22	<b>“Republic”</b> means the Republic of South Africa.
1.23	<b>“SCC”</b> means the Special Conditions of Contract.
1.24	<b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	<b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.
GCC2	<b>Application</b>
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

# GENERAL CONDITIONS OF CONTRACT

GCC3	<b>General</b>
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
GCC4	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	<b>Use of contract documents and information</b>
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	<b>Patent rights</b>
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	<b>Performance security</b>
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  7.3.2 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	<b>Inspections, tests and analyses</b>
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in 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

## GENERAL CONDITIONS OF CONTRACT

	substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	<b>Packing</b>
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	<b>Delivery and Documentation</b>
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	<b>Insurance</b>
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	<b>Transportation</b>
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	<b>Incidental services</b>
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	<b>Spare parts</b>
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	<b>Warranty</b>
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

## GENERAL CONDITIONS OF CONTRACT

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.
GCC16	<b>Payment</b>
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
GCC17	<b>Prices</b>
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	<b>Contract amendment</b>
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	<b>Assignment</b>
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	<b>Subcontract</b>
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	<b>Delays in supplier's performance</b>
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	<b>Penalties</b>
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	<b>Termination for default</b>
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

## GENERAL CONDITIONS OF CONTRACT

	<p>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;</p> <p>23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p> <p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	<b>Anti-dumping and countervailing duties and rights</b>
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	<b>Force Majeure</b>
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	<b>Termination for insolvency</b>
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	<b>Settlement of disputes</b>
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the

## GENERAL CONDITIONS OF CONTRACT

	contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	<b>Limitation of liability</b>
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	<b>Governing language</b>
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	<b>Applicable law</b>
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	<b>Notices</b>
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	<b>Taxes and duties</b>
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	<b>National Industrial Participation Programme</b>
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	<b>Prohibition of restrictive practices</b>
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



# PART B – PRICING

<b>PRICING CONDITIONS OF CONTRACT FOR THIS BID</b>	
The price schedule for services to be performed under the contract shall not vary from the prices quoted by the bidder with the exception of any price adjustments authorized in this section.	
1.	<b>Exceptions:</b> Exceptions to the clause are incidental services, and changes in Value Added Tax as gazetted.
2.	<p><b>Price Adjustment Rules:</b> Price adjustments and their corresponding rules for the managing of price risks are set out below.</p> <p>The NRF will consider unit price variations at the anniversary of the contract. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence. The NRF will negotiate on the submitted price variations. The NRF reserves the right to obtain three price quotes from the market to verify the submitted price variations are within such identified market price ranges.</p>
3.	<b>Compliant price calculation for price competition:</b> The NRF provides bidding estimates in the below Bid Price Schedule (SBD 3.2) to allow bidders to calculate an estimated total cost of ownership bid price that allows an equal comparison basis equitable to all bidders for award selection.
4.	<b>Contract Price Management during the contract:</b> SAASTA managing these programmes by issue written purchase orders authorising the deliverables of this contract as appendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. The NRF, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.
5.	<b>Contract Price:</b> The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	<b>Price Quotation Basis:</b> Unit prices for each line are fully inclusive all applicable taxes, 15% VAT, less all unconditional discounts including learning materials and stationery
7.	<b>Price Delivery Points are:</b> The services will be rendered to the venues as notified by SAASTA to the appointed bidder. For pricing purposes the delivery points is as per the address for the bid box.

## BID PRICE SCHEDULE (SBD 3.2)

Submit pricing in separate envelope (stand-alone)

QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDEs VAT of 15%)
Total = (quantity x monthly rate x 12 months) x 15%VAT				
<b>Year 1</b>				
60	Training of 15-20 Volunteers per session	Course session		
<b>Year 2</b>				
60	Training of 15-20 Volunteers per session	Course session		
<b>Year 3</b>				
60	Training of 15-20 Volunteers per session	Course session		
<b>TOTAL BID PRICE INCLUSIVE OF 15 % VAT FOR PRICE COMPETITION</b>			<b>R</b>	

# PART C - RETURNS

<b>INVITATION TO BID (SBD 1)</b>			
<b>Bid Number</b>		NRF/SAASTA/02/2019-2020	
<b>Closing date and time</b>		09/08/2019 at 11:00 Am	
The NRF recognises the date and time as recorded on its systems for closure purposes			
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>			
<b>Number of ORIGINAL bid documents for contract signing</b>			2
<b>Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):</b>		2 SETS Pdf document on a flash drive	
<b>TWO ENVELOPE SYSTEM</b>		<b>YES</b>	
<b>PRICE VALIDITY PERIOD FROM DATE OF CLOSURE</b>		150 days	
<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to:</b>	
Section	Supply Chain Management	Section	Human Resources Management
Contact person	Mr Tshepo Matheane	Contact person	Ms Sophie Ramaboya
E-mail address	tshepo@saasta.ac.za	E-mail address	sophie@saasta.ac.za

<b>SUPPLIER INFORMATION</b>			
<b>Name Of Bidder</b>			
<b>Postal Address</b>			
<b>Street Address</b>			
<b>Telephone Number</b>			
Code		Number	
<b>Cell Phone Number</b>			

## SUPPLIER INFORMATION

Code		Number	
<b>Facsimile Number</b>			
Code		Number	
<b>E-Mail Address</b>			
<b>VAT Registration Number</b>			
<b>Tax Compliance Status</b>	Tax Compliance System PIN		Central Supplier Database No. MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b></p>			
<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/ works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the entity have any source of income in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the entity liable in the RSA for any form of taxation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>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).</p>			
<b>BID SUBMISSION</b>			
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.		
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.		
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.		
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.		

## SUPPLIER INFORMATION

### TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

### 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 National 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 Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- a. The Bidder is employed by the State; and/or
- b. 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 Bidder 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 Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

### 1. GENERAL CONDITIONS

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

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

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

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

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

### 1.4. POINTS AWARDED FOR PRICE

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

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

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

$P_t$  = Price of bid under consideration

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

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

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

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

### 3. BID DECLARATION

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

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

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

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

#### SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If yes, indicate:

1. What percentage of the contract will be subcontracted.....%

## SBD 6.1 - PREFERENCE POINTS CLAIMED

2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
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Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: .....

VAT registration number: .....

Company registration number:.....

#### TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

#### DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

#### COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

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

## SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Was any contract between the Bidder 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ([www.treasury.gov.za](http://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

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:

**SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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

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

- a. Has been requested to submit a Bid in response to this Bid invitation;
- b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or 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:

- a. Prices;
- b. Geographical area where product or service will be rendered (market allocation);
- c. Methods, factors or formulas used to calculate prices;
- d. The intention or decision to submit or not to submit, a Bid;
- e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f. Bidding with the intention not to win the Bid.

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

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

**REFERENCE LETTER FORMAT FOR BIDDER**

<b><u>Referee Legal Name:</u></b>	
<b><u>Company:</u></b>	

<b>Bid Number:</b>	<u>NRF/</u>		
<b>Bid Description</b> To provide entrepreneurship skills to graduates for a period of 3 years			
Describe the service/work the above bidder provided to you below			
<b>Criteria/Risks</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Delivered the agreed training content			
Delivered quality training material			
Trainees feedback of the course attended			
Quality of the course completion certificate			
Quality of the facilitators			
Quality of the mode used for the training			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Completed by:</b>			
<b>Signature:</b>			
<b>Company Name:</b>			
<b>Contact Telephone Number:</b>			
<b>Date:</b>			

## ANNEXURES – ATTACHED AT END OF DOCUMENT

Annexure Number	Annexure Title

## RETURNABLE DOCUMENT CHECKLIST

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Certified copy of the BBBEE level		<input type="checkbox"/> Yes <input type="checkbox"/> No	Pre-qualification Page 4 & Pages 30 to 33	
Completed Procurement Invitation (SBD 1)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 3 to 37	
Completed Declaration of Interest with Government (SBD 4)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 29 to 30	
Completed Preference Points Claimed (SBD 6.1)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 30 to 33	
An original BBBEE certificate or a certified copy of an original BBBEE certificate.	<b>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 30 to 33	
Completed Declaration of Past SCM Practices (SBD 8)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 33 to 33	
Completed Certificate of Independent Bid Determination (SBD 9)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 33 to 34	
Three (3) written references with contact details for those customers for whom the bidder has completed work within the last six months	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.3 Pages 9 & 34	
Training profile	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.1 Page 9	
Documentation of training experience	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.2 Page 9	
Documentation of proposed activities linked to the training specified	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5	
Proposed audio-visual material documentation linked to the training specified	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5	
CVs of the bidder's manager or team leader managing the proposed contract	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section Page <b>Error! Bookmark not defined.</b>	
Documentation demonstrating the proposed mixed mode for the entrepreneurship course	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5	
Documentation demonstrating the proposed number of topics as specified	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 4.3 Page 5	
Facilitators cvs	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 8 Page 7 Section 25.4 Page 9	
Course leader cv	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section 25.525.4 Page 9	

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Completed Pricing (SBD 3)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 25 to 27	
Pricing to be placed in a separate envelope	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 25 to 27	

## BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

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

**SIGNATURE OF BIDDER:**

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