



National Student Financial Aid Scheme

Request for Proposal

PROVISION OF MARKETING AND ADVERTISING SERVICES FOR A PERIOD OF 5 YEARS

Date issued	27 July 2023	RFP number:	SCMN006/2023
Closing Date:	28 August 2023	Closing Time:	11H00

INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS)					
BID NUMBER:	SCMN006/2023	CLOSING DATE:	28 AUGUST 2023	CLOSING TIME:	11:00AM
DESCRIPTION	PROVISION OF MARKETING AND ADEVRTISING SERVICES FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN TO THE NSFAS TENDER BOX LOCATED AT:					
4 Christiaan Barnard Street, Halyard Building, City Centre, Cape Town, Ground floor.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM	CONTACT PERSON	SCM		
TELEPHONE NUMBER	021 763 3200	TELEPHONE NUMBER	021 763 3200		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA	E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

1. Purpose

NSFAS invites tenders for the provision of marketing services including advertising, digital and social media, stakeholder relations, social facilitation services and resources in the form of specialists for a period of five (5) years.

2. Background

The National Student Financial Aid Scheme (NSFAS) is a schedule 3A public entity as defined in the Public Finance Management Act (PFMA) (Act number 1 of 1999). NSFAS provides financial assistance to eligible students at public universities and at Technical Vocational Education and Training (TVET) colleges throughout South Africa. NSFAS is located at 4 Christiaan Barnard Street, City Centre, Cape Town.

The appointed service provider will be responsible for the following key activities, amongst others:

- 2.1 Develop, Support and implement the NSFAS brand strategy.
- 2.2 Media planning, buying and placement.
- 2.3 Strategic Public Relations (PR) and content development
- 2.4 Digital marketing
- 2.5 Creative development and production
- 2.6 Internal Marketing
- 2.7 Reporting and Communication
- 2.8 Event Management
- 2.9 Sponsorship, budget management and reconciliations
- 2.10 Market Research
- 2.11 Concept Development & Submission
- 2.12 Multimedia Support
- 2.13 Social media and digital media Support
- 2.14 Stakeholder and Relationship Management
- 2.15 Marketing Analytics and Performance Measurement
- 2.16 Budgeting and Resource Allocation Management
- 2.17 Collaboration and Cross-Functional Alignment
- 2.18 Provide a team of well experienced full-time specialists in the various areas of marketing and communications as informed by business, while the head of the department will need to have ten years' experience.

3. Mandatory requirements

All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid.

NSFAS is considering outsourcing most of its marketing requirements to an agency capable of developing and implementing strategies that will drive brand awareness and understanding, customer engagement, and ultimately, build the value that our brand delivers. The agency would need to submit a Portfolio of Evidence (PoE) reflecting their previous work in relation to all the requirements above. NSFAS requires a team of well experienced full-time specialists, while the head of the department will need to have 10 years' experience (align throughout the document), and this will need to be proven through submission of CV's and references. The head of the department will liaise with and report directly to the Chief Executive Officer.

The key elements, roles and requirements of this outsourced Marketing Department will include:

- 3.1. Market Research and Analysis: To provide PoE and reference letter.
- 3.2. Marketing Strategy Development: To provide PoE and reference letter.
- 3.3. Branding and Identity Management: To provide PoE and reference letter.
- 3.4. Advertising and Promotions: To provide PoE and reference letter.
- 3.5. Digital Marketing and social media: To provide PoE and reference letter.
- 3.6. Content Creation: To provide PoE and reference letter.
- 3.7. Stakeholder Relationship Management: To provide PoE and reference letter.
- 3.8. Collaboration and Cross-Functional Alignment: To provide PoE and reference letter.
- 3.9. Marketing Analytics and Performance Measurement: To provide PoE and reference letter.
- 3.10. Budgeting and Resource Allocation Management: To provide PoE and reference letter.

In conclusion, this new Marketing Services Department appointment will play a pivotal role in driving business growth and success. Through market research, strategy development, branding, advertising, digital marketing and customer relationship management, this Marketing Department must strive to build the value that NSFAS delivers.

4. Functional and Technical specifications

4.1 DEFINING OF KEY CONCEPTS

Submissions should include POEs.

4.1.1. Campaign brief: The Campaign Brief is the creative baseline that the successful agency needs to work from and is developed from NSFAS's input and Corporate Identity manual. The Corporate Identity manual may need to be reviewed during this contract and updated where necessary. It includes fonts, imagery, logos, personas, taglines, brand strategy, brand positioning and competitive detail. The Brief for all campaigns will be created early in the campaign cycle and will be updated throughout the campaign as necessary.

4.1.2 Tactical creative brief: The considerations for the campaign's creative development includes single minded messaging, desired user response, key message/offer, campaign objectives and target audience.

4.1.3 Creative units: Provide the conception and development, copywriting, mechanicals, storyboards, scripts, resizing and edits of all communication to be advertised on various mediums. All material must be converted to the required formats for various media houses (print, online, broadcast and out-of-home (OOH) media).

4.1.4 Media Brief: The successful agency's recommendations for campaign media development, including the media budget, flighting, messaging parameters and target audience(s).

4.1.5 Key Metrics: Established with NSFAS and ensures that all metrics are known and measured. It includes:

- Review of industry data.
- Implementation of learning's from focus groups and/or research.
- Goal delivery of brand awareness growth, key measures that includes brand linkage, etc.

4.1.6 NSFAS Team: NSFAS Communication's team remains the primary communications point for the successful agency. The relevant NSFAS authorised personnel will provide final signoff on all cost estimates, invoices, draft creatives, final creatives, strategies, implementation plans as well as the execution thereof.

4.2 SPECIFICATIONS FOR STRATEGIC AND CREATIVE ADVERTISING AND MARKETING:

4.2.1 The scope of works includes:

4.2.1.1 Provide a dedicated team or each of the following: non-toll and toll advertising. The CVs for each team member to be submitted.

4.2.1.2 Provide a dedicated senior strategist for the account. A CV for this resource to be submitted.

4.2.1.3 Provide strategic brand insight and direction pertaining to advertising and marketing communications at a corporate and product level as well as from an integrated viewpoint.

4.2.1.4 Develop an overall advertising, marketing and brand strategy and a creative plan to positively profile the NSFAS brand as well as create awareness, educate and call for action campaigns for the public of what NSFAS does for each pillar of operations. Also includes strategies and plans for NSFAS's projects.

4.2.1.5 Review and update NSFAS's style guide and corporate identity manual for the brand, its products and/or sub-brands.

Carry out necessary research prior to a corporate/brand/pillar/project campaigns including integrated campaigns as well as research during or post the campaigns as assessment of work to ensure return on investment (ROI).

4.2.1.6 Perform brand reviews and ensure involvement in key research initiatives such as brand awareness and tracking, and research to determine communications effectiveness.

4.2.1.7 Obtain and verify client creative briefs, for each project that describe the strategy, specific goals and message of each project.

4.2.1.8 Manage all ongoing projects, ensure cost estimates issued and includes timelines, budgets and invoices.

4.2.1.9 Monitor campaigns as well as provide analysis of the feedback about the impact of the brand and creative campaigns.

4.2.1.10 Monitor annual trends and ongoing analysis of consumer attitudes and behaviour.

4.2.1.11 Manage and coordinate the successful bidder's teams across disciplines and geographic areas in fulfilling the obligations in this RFP.

4.2.1.12 Ensure proper collaboration with the other successful service providers resulting in an integrated advertising and marketing approach and integrated strategies, plans and campaigns for NSFAS.

4.2.1.13 Study and analyse the advertising markets and audiences related to NSFAS's business and provide reports to NSFAS.

4.2.1.13 Develop creatives showing an understanding of NSFAS's operating environment in relation to advertising and marketing activities.

4.2.1.14 Contribute to and advise NSFAS on the development and implementation of marketing plans, including marketing communications, advertising, strategies and account planning, and research for the contract. All information must meet specified deadlines.

4.2.1.15 Create, prepare, and submit for NSFAS's approval, marketing and advertising strategies, plans, concepts, rough layouts, scripts for radio adverts, rough storyboards, including all related work and plans for the development and execution thereof.

4.2.1.16 Execute and implement marketing communications and advertising in finished form, only after obtaining NSFAS's timely prior written approval, and cost estimate approvals, and forward finished approved work to the relevant service providers or media houses.

4.2.1.17 Traffic manage all necessary materials to media suppliers, media buyers and all other third parties (including other successful service providers) needed to accomplish NSFAS's approved marketing communications, and advertising ideas, programmes, campaigns and integrated plans.

- 4.2.1.18 Update and develop strategic point-of-views and marketing plans for new initiatives as well as develop (in conjunction with the communications team) presentations to senior management.
- 4.2.1.19 Develop target audiences list for all core target markets.
- 4.2.1.20 Arrange, procure, book and manage full process for photo/video shoots for print and television campaigns as and when required including the procurement for the full services (film company; director, producer and crew, locations scouts, locations, models, venues, catering, post-production, sound, voice over artists etc. for the shoots).
- 4.2.1.21 Arrange, procure, book and manage recording of radio adverts as well as drama's as and when required including the procurement for the full services (voice over artists, studio bookings, sound etc. for the recordings).
- 4.2.1.22 Resize, edit and ensure materials are in the required formats for the media houses including ad hoc placements and OOH.
- 4.2.1.23 Develop marketing campaigns, conception, information architecture, creative design, copywriting, graphical design and resizing, as final mechanic required for the campaign.
- 4.2.1.24 Edit and proof-read all copy, including copy approved by NSFAS, and ensure that all such materials approved has been reviewed and approved through NSFAS's internal review process.
- 4.2.1.25 NSFAS makes use of all official local and foreign languages depending on the area in which we are working within hence the successful service provider must be able to translate all work into the required languages and ensure work is proof-read as well as quality checked.
- 4.2.1.26 Provide creative and marketing consulting, sharing with NSFAS the best practices expertise for brand advocacy, education and call for action campaigns to ensure creative continuity.
- 4.2.1.27 The bidder shall develop and implement the strategy and creative for all traditional and community media, viz. television, radio, print, social and digital media networks, OOH including billboards and wall murals for approval.
- 4.2.1.28 Develop concept design and produce television (including dramas and documentaries), radio (including dramas), digital and OOH adverts for all NSFAS pillars of operations and projects.
- 4.2.1.29 Develop concept design and production of radio ads – ongoing according to programmes including all pillars of operations and NSFAS road closure ads.
- 4.2.1.30 Develop concept design and production of print adverts of different sizes of all NSFAS requirements.
- 4.2.1.31 Develop digital advertising material – including for social media channels – adverts of different sizes and other online advertising opportunities.
- 4.2.1.32 Develop creatives for all types of media executions.
- 4.2.1.33 All campaigns must be scheduled into a calendar for the year, monitored and evaluated after implementation. Implementation plans to be adjusted as required.
- 4.2.1.34 NSFAS reserves the right to utilise its own employees and/or its service providers in its adverts.

4.2.1.35 The successful bidder may be required to conduct/implement an integrated communications campaign outside of the South Africa borders.

4.3. Media Optimisation and Creative Development

- 4.3.1 Monitor all reporting systems to ensure campaigns are running correctly.
- 4.3.2 Manage and deliver data and performance reports of the campaigns and activities, to NSFAS.
- 4.3.3 Design at least 3 creative concepts per strategy, per project and/or campaign (including adhoc campaigns).
- 4.3.4 Translation into all South African official languages as well as foreign languages where required.
- 4.3.5 Copywriting of all languages and proof reading.
- 4.3.6 Design and layout of all adverts and templates for publications.
- 4.3.7 Resizing per specification of publications.
- 4.3.8 Turnaround times and processes must meet deadline of at least a day as some project turnarounds are immediate.
- 4.3.9 Provide Story boards or higher equivalent for TV, OOH and social and digital campaigns.
- 4.3.10 Provide laid out copy and design for any print or OOH campaigns for approval.
- 4.3.11 Provide draft scripts of radio adverts for approval.
- 4.3.12 All work must be quality checked by the successful service provider.

4.4. OTHER TENDER SPECIFICATIONS AND REQUIREMENTS

4.4.1 Programme administration

- 4.4.1.1 Attend NSFAS-related meetings (e.g. project specific meetings.)
- 4.4.1.2 No work of whatsoever nature shall be actioned without obtaining prior approval of NSFAS.
- 4.4.1.3 Participate in a weekly or monthly strategy meeting with the NSFAS team to assess accomplishments and financial status and to adjust plans for the coming month.
- 4.4.1.4 Participate in daily update calls with the NSFAS team and attend a weekly status meeting at least once a week.
- 4.4.1.5 Prepare a monthly report of accomplishments and expenditures due by the third week of the following month.

- 4.4.1.6 Prepare a weekly status report for weekly meetings.
- 4.4.1.7 Take all reasonable precautions to guard against any loss to NSFAS through the failure of suppliers to execute their commitments properly.
- 4.4.1.8 The successful providers must participate in weekly inter-agency meetings.

4.5 Account Management and Workflow

- 4.5.1 Issue status reports as and when needed for all projects includes but not limited to project number, description, current status, next steps, timelines and due dates.
- 4.5.2 Screen and quality check work before presentation to NSFAS.
- 4.5.3 Submit work timeously for approval by NSFAS.
- 4.5.4 Prepare and submit cost estimates timeously prior to work being carried out.
- 4.5.5 Follow NSFAS's transformation objectives.
- 4.5.6 Prepare, consult and submit campaign timing plans.
- 4.5.7 Prepare, consult and submit a yearly calendar of activities together with media buying.
- 4.5.8 Obtain sign-off from authorised Client representative.
- 4.5.9 Issue invoices and statements timeously as directed by NSFAS.
- 4.5.10 Manage and resolve financial queries with third parties.
- 4.5.11 Manage third party suppliers.
- 4.5.12 Develop, collaborate and project manage all advertising projects/campaigns.
- 4.5.13 Oversee the application of and adherence to Corporate Identity.
- 4.5.14 Store all work done for NSFAS in a shared drive accessible to NSFAS communications team. This information is to be provided twice a year for the duration of the contract.
- 4.5.15 Issue financial reports highlighting projects completed and/or invoiced, media expenditures and other costs and committed budgets.
- 4.5.16 Ensure that status reports are timeously updated and distributed prior to the weekly meetings.
- 4.5.17 Ensure that all reports are timeously updated on a monthly basis.
- 4.5.18 Ensure that all cost estimates are submitted with a job card number issued by relevant NSFAS personnel.
- 4.5.19 The following financial accounting is required:
 - Monthly reporting on budget spent to date and remainder separated from rate per hour worked and any third-party procurement.
 - Accurately manage and track spend any production, providing accurate and timely monthly invoices.
 - Prepare and submit cost estimates timeously with relevant job card number.

4.6 SCOPE OF WORK FOR STAKEHOLDER RELATIONS AND SOCIAL FACILITATION SERVICES

4.6.1 BROAD SCOPE OF WORKS:

The broad scope of work includes developing and executing a stakeholder engagement strategy underpinned by strategic planning, strategic counsel, brand positioning and community consultation in projects in a manner that

ensures the community can successfully guide development planning, resulting in a more inclusive, community-based and bottom-up planning process. Social Facilitation as a starting point and continuous ringfenced process on out of project approach, inclusive of basic community profiling and intergovernmental engagements and relations. The service provider will be expected to deliver on the following:

4.6.2 SPECIFICATIONS FOR STAKEHOLDER RELATIONS MANAGEMENT

- 4.6.2.1 Review the current stakeholder relations management and social facilitation strategy and where required enhance and strengthen the existing strategy and/or the development of a new stakeholder relations management strategy for approval.
- 4.6.2.2 Explore and understand the various environments that NSFAS operates within, including the perceptions of its stakeholders.
- 4.6.2.3 Develop a stakeholder engagement methodology with a structured and systematic stakeholder implementation plan with each of its stakeholder segmented markets for approval.
- 4.6.2.4 Assist in the implementation of the stakeholder engagement plan.
- 4.6.2.5 Track all stakeholder engagement initiatives and how these can be improved.
- 4.6.2.6 Timeously draft full briefing documents prior to the engagements.
- 4.6.2.7 Draft reports after each stakeholder session.
- 4.6.2.8 Lead debriefing sessions pre and post each engagement session within 48 hours.
- 4.6.2.9 Develop tool kits and check lists for each engagement.
- 4.6.2.10 Provide all administrative and secretariat services at stakeholder engagement sessions.
- 4.6.2.11 In addition to the above, the service provider will be required to assist with the engagement of stakeholders as directed by NSFAS.
- 4.6.2.12 Mobilise and build partnerships with formal and organised traditional leadership organisations where necessary.
- 4.6.2.13 Develop a stakeholder conflict management plan.
- 4.6.2.14 Assist the brand team in facilitating stakeholder engagement both at management and stakeholder level.
- 4.6.2.15 Collate and submit information to the Stakeholder Relations Manager for providing inputs to the organisation's reporting deliverables (This includes but not limited to strategic and operational risk registers, EXCO and Board reports).
- 4.6.2.16 Provide stakeholder training and workshops to NSFAS personnel on AA 1000 international standards and methodologies.

4.7 SPECIFICATIONS FOR SOCIAL FACILITATION

The service provider must perform strategic, operational and technical support in line with the following expected deliverables:

- 4.7.1 Develop a distinct and specific out of project social facilitation Implementation tactics and plan for all NSFAS projects.
- 4.7.2 Utilise existing community, stakeholder and government structures for easy implementation of projects at all levels within NSFAS's operating environment.

- 4.7.3 Provide guidance and input in terms of the existing stakeholder data base as a monitoring and reporting tool for awarded projects (with regards to job creation, training, community development and SMME development reports).
- 4.7.4 Develop a guiding conflict resolution process and mechanisms with clear implementation interventions and mitigation strategies for NSFAS on all projects.
- 4.7.5 Develop social facilitation reporting templates for all social facilitators.
- 4.7.6 In addition to the above, the service provider will need to deal with the day-to-day operations of an out of project work. This will include but not limited to:
 - Scanning of the environment.
 - Identifying all relevant local stakeholders and their role.
 - Assist in setting up the local governing structures by providing and handing over a stakeholder database list to the project team for the establishment of the PLC.
 - Managing and monitoring all risks associated with social facilitation activities on the ground.
 - Managing any conflicts in communities which might be associated with NSFAS work and projects.
 - Developing regular community databases on the bases of the material conditions on the ground.
 - Creating and cultivation of an enabling environment for the implementation of a project, through the promotion of partnerships between the municipalities, other government departments, state owned entities, community structures, contractors.
 - Preparation of relevant social facilitation documentation for proper handover to the project team prior to the commencement of the project.
 - Continuously engaging with communities and stakeholders as the projects roll out in adherence to NSFAS policy of in project and out of project dictates.

4.8 Resources

4.8.1 Stakeholder Relations Management

- Key resources - one senior experienced strategist and team leader (Total 2). The CVs of these resources should be submitted.
- An additional four senior experienced stakeholder and communication persons with a minimum of 5 years individual experience as a strategist and communications person. The CVs of this resource should be submitted.

4.8.2 Social Facilitation

- Key resource - one experienced social facilitator leader with a minimum of 5 years of individual experience as a social facilitator. A CV of this resource should be submitted.
- Additional resources: one senior social facilitator reporting to the social facilitator leader. A CV of these resources should be submitted.

4.9 Project Specifications and Requirements

Programme Administration

- Participate in daily update calls.
- Prepare a monthly report of activities linked to expenditures, due on the last day of each month.

- Participate in a monthly strategy meeting with NSFAS team to assess accomplishments and financial status and to plan for the coming month.
- Create and maintain a project tracker of activities which must include budget allocations linked to the achievements of the strategic objectives that NSFAS's communications team has as deliverables.
- Attend NSFAS related meetings (e.g. project specific meetings.)

4.10 Account Management and Workflow

- Issue status reports for all projects including but not limited to project description, current status, next steps, timelines and due dates.
- Screen and quality check work before presentation to NSFAS (on brief, strategy and implementation).
- Submit work for approval by NSFAS.
- Prepare and submit cost estimates timeously.
- Prepare and submit plans timeously.
- Obtain signoff from an authorised NSFAS representative.
- Issue invoices and statements timeously.
- Manage and resolve financial queries with third parties as well as with NSFAS's finance department.
- Manage third party suppliers.
- Participate in inter agency meetings where necessary.
- Develop and maintain a database with all work produced for NSFAS. This database will be handed over to NSFAS on a yearly basis.

5. Contract Period

NSFAS is soliciting proposals from Bidders that will offer Advertising and Marketing Services. The agreement will be for a period of five (5) years. However, NSFAS reserves the right to terminate the contract before the five-year period provided a three (3) months written notice of termination is provided to the appointed service provider.

6. Pricing Schedule

Please consider the inevitable Consumer Price Index (CPI) increases year on year on the pricing upon the duration of the contract period being more than a 12-month period. The pricing must be inclusive of all costs including disbursements (travel, accommodation etc) where applicable. The bidder is encouraged to complete the pricing schedule and not attach a schedule in a format different to the one below. Please complete the pricing schedule below. The bidder should not provide their own pricing schedule other than the one below.

The contract is five (5) year period. Please note that the pricing schedule below is the maximum cost for the entire duration of the contract and that NSFAS will only pay for services rendered.

ITEM NO.	DESCRIPTION	UNIT PRICE/ RATE/HOUR (EXCL. VAT)	TOTAL PRICE (EXCL. VAT)
1.	Support and implement the NSFAS brand strategy		
2.	Media planning, buying and placement.		
3.	Media Monitoring		
4.	Media Engagements		
5.	Media Monitoring software access		
6.	Reporting		
7.	Event management		
8.	Market research		
9.	Sponsorship, budget management and reconciliations		
10.	Development and rollout of Internal Media Management Standard Operating Procedures		
11.	Strategic Public Relations (PR) and content development		
12.	Social media and Digital marketing		
13.	Creative development and production		
14.	Internal marketing		
15.	Concept Development & Submission		
16.	Multimedia support		
17.	Social media and Webinar Support		
18.	Content development and proofreading		
19.	Customer Satisfaction Assessments		
SUB-TOTAL			
VAT			
TOTAL COST (VAT INCLUDED)			

7. Evaluation Criteria

Technical evaluation criteria element:

All bids must comply with the technical evaluation and failure to comply with any of these requirements will disqualify the bid.

Element	Weight
Company experience – Profile covering all aspects as listed in the Mandatory requirements	15%
Resource team – Should include CV detailing years of experience	15%
Case studies – Include Portfolio of Evidence	15%
Licensing – Media Monitoring + design software licenses	10%
Plan and approach -Strategic document with plans and approach to turning around NSFAS brand	20%
Reference letters Reflecting the 10 requirements	10%
Transformation	15%
TOTAL	100%

Criteria and Weighting:

Bidders need to score a minimum of 70% for functionality. Bidders who score less than 70% minimum for functionality will not be considered further for Price and Specific Goals (80/20). Bids will be evaluated in accordance with the following technical criteria:

Company experience – Mandatory	Points available- max 15	Bidder scoring
The bidder must have 10 years company experience as an agency for marketing and advertising. Provide Company Profile	(10 +) years= 15 points	
	(05 - 10) years= 10 points	
	Less than (-05) years= 5 points	
Licensing Mandatory	Points available- max 10	Bidder scoring
The bidder must provide proof of existing licences to media monitoring services that can monitor and report on online, radio, TV, print media for local and national media houses and can provide the articles, sound clips and videos. The licence must be extended to NSFAS	A letter or proposal submitted confirming the existing licence to media monitoring software which includes the name of the platform. The licence can be extended to a set number of NSFAS officials (minimum of 5) for access to the media monitor platforms = 10 points	

officials to access the platform as and when needed. The proof may be in the form of a letter from the bidder or stated in the proposal, with the name of the media monitoring platform used and it list of features.	A letter or proposal submitted confirming the existing licence to media monitoring software which includes the name of the platform. The licence cannot be extended to a set number of NSFAS officials for access to the media monitor platforms = 5 points	
	No proof of licence has been provided = 0 points	

Resource team-Functional	Points available- max 15	Bidder scoring
The bidder must provide their team composition together with their years of experience and qualifications, that will be responsible for delivery of the services. CV's and Qualifications to be attached. The bidder is encouraged to submit in a tabular format the team member name, years of experience and qualifications. The head of the team should have 10 years of experience in marketing and communication.	Team composition, years of experience and qualifications of each team member submitted, and is relevant to the services required = 15 points	
	Team composition provided, but years of experience and/or qualifications of each team member not provided= 5 points	
	No information provided for the team composition, experience and qualifications of each of the team members= 0 points	

Case studies	Points available- max 15	Bidder scoring
The bidder must submit three (3) case studies of previous marketing and advertising agency services performed. The case studies should detail the scope of the services and the duration thereon.	Three (3) or more case studies submitted which are comprehensive and includes all the requirements listed in the case study = 15 points	
	Three (3) or more case studies submitted, however the detail provided is limited and/or not relevant= 5 points	
	No case studies submitted= 0 points	

Plan and approach	Points available- max 20	Bidder scoring
The bidder must provide a detailed plan and approach which outlines how they intend on delivering on each of the 19 services as outlined in section 3 (functional specifications). The bidder is encouraged to document in a tabular format their approach and plan to each of the 19 services.	Detailed and relevant plan and approach provided to each of the 19 services as outlined in section 3 (functional specifications) = 20 points	
	Basic plan and approach provided to each of the 19 services as outlined in section 3 (functional specifications) = 10 points	
	Basic plan and approach provided for 10-18 services as outlined in section 3 (functional specifications) = 5 points	
	No plan and approach provided= 0 points	

Reference letters	Points available- max 10	Bidder scoring
The bidder must submit a minimum of three (3) reference letters where similar services were delivered. The reference letters must be on the letterhead of the client.	Three (3) or more submitted= 10 points	
	Two (2) submitted= 5 points	
	Less than (2) submitted= 0 points	

Transformation	Points available- max 15	Bidder scoring
The bidder should sub-contract a minimum of 30% of the contract to an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE). The bidder must complete the SBD6 form and clearly indicate the name of the sub-contractor and the percentage of the contract that will be sub-contracted.	More than 30% sub-contracting = 15 points	
	Between 10% and 30% sub-contracting= 10 points	
	Less than 10% sub-contracting= 0 points	

8. Price and Specific Goals

All RFP proposals received that achieves the RFP requirements will be evaluated further in terms of the 80/20 Price and Specific Goals. A maximum of 80 points will be allocated for Price and a maximum of 20 points will be allocated for Specific Goals.

Bidders must complete the SBD6.1 form in full and provide the requisite evidence to claim the allocated points for the specific goals.

The following formula for Price and Specific Goals will apply in the evaluation process:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for comparative price of proposal under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable proposal

9. Submission

Please complete the checklist below to verify your submission of the relevant documentation:

Schedules	Description	Submitted (Tick box below):	
		Yes	No
Schedule 1	Entity registration documentation		
Schedule 2	Tax pin		
Schedule 3	National Treasury Central Supplier Database proof of registration -please provide the latest full report.		

Schedules	Description	Submitted (Tick box below):	
		Yes	No
Schedule 4	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)		
Schedule 5	Completed and signed standard bidding forms (failure to complete and sign will result in RFP disqualification).		
Schedule 6	Detailed Bid proposal in response to bid specification requirements		
Schedule 7	Evidence submitted to claim the allocated points for specific goals		

10 Validity period

Any RFP submitted shall remain valid, irrevocable, and open for written acceptance by NSFAS for a period of 120 days. An RFP submitted shall further be deemed to remain valid after the expiry of the above mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the bidder of anything to the contrary (including any further conditions the RFP may introduce). Any further conditions that the bidder may introduce will be considered at the sole discretion of NSFAS.

11 Clarification

Any clarification required by a bidder regarding the meaning or interpretation of the Request for Proposal or any other aspect concerning the request for proposal, are to be requested in writing by email from scm@nsfas.org.za. The request for proposal number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: scm@nsfas.org.za.

Bidders are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS. Failure to comply, may lead to your bid being disregarded.

11 Reason for Rejection

NSFAS will reject a bid for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:

- Has abused the Supply Chain Management system of NSFAS.
- Is listed on the National Treasury list of restricted suppliers or tender defaulters.
- Has committed proven fraud or any other improper conduct in relation to such system; or
- Has failed to perform on any previous contract and the proof exists.

Any effort or attempt by a bidder to influence the award decision in any matter will result in the rejection of the bid

12 Disclaimer

NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

Where reference has been made to a brand/trademark, an equivalent may be proposed by the bidder.

By providing a proposal to NSFAS, the service providers accept the following:

NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

13 Fraud and corruption

All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intent to identify any possible unlawful or unethical practices.

Reporting of any unlawful or unethical incidents to NSFAS

Should any bidder, potential or current supplier of NSFAS or any other third party:

- receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS
- receive any contact or correspondence from anyone soliciting any bribe of any form
- become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official

You are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.

For any unlawful or unethical incidents, please email: forensics@nsfas.org.za

All SCM related queries must be submitted to scm@nsfas.org.za

Reporting of any unlawful or unethical incidents to the South African Police

Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

14 NSFAS rights

The following rights are reserved:

- 1) NSFAS reserves the right to appoint more than one (1) service provider.
- 2) NSFAS reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.
- 3) NSFAS reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.
- 4) NSFAS reserves the right to not award the bid if the bid price is not market related.
- 5) NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary.
- 6) NSFAS reserves the right to invite the shortlisted for a presentation as part of the bid process.
- 7) NSFAS reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process. These advertised objective criteria include the following:
 - 7.1) Timelines for delivery of the solution whereby the solution is required urgently.
 - 7.2) Part and parcel of risk mitigation to not be solely dependent on one (1) supplier.
 - 7.3) Capacity and/or presence/reach considerations of the supplier.

- 8) NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from any NSFAS due diligence assessment performed and/or any underperformance was identified in a previous and/or current contract held with the bidder and/or any risk arising from the completed standard bidding form number four (4).
- 9) NSFAS reserves the right to award the contract in whole or in parts.
- 10) NSFAS reserves to cancel this RFP advertisement at any time during the advertisement period.

15 Closing date

The bid proposal must be submitted by no later than **28 August 2023 at 11h00** and must be hand delivered in to the NSFAS tender box, located on **Ground Floor, 4 Christiaan Barnard Street, Halyard Building, City Centre, Cape Town.**

SBD4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD6- PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 **Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.**
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Evidence to be submitted by the tenderer in order to claim the allocated points	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be 100% black owned	Valid BBB-EE certificate or valid sworn affidavit	10 points	
The entity must be a minimum of 40% black female owned	Valid BBB-EE certificate or valid sworn affidavit	10 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct.
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses, or damages it has incurred or suffered because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in

its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also 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.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days 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:
 - (a) a 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
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be 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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are 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 shall be 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 supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, 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.

14. Spare parts

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

- (a) 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
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 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.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 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.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) 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;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be

endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti- dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) 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

(b) 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.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 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.