



**National
Research
Foundation**

Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS LISTED IN THIS DOCUMENT

Bid Number NRF/CORP HRM/48/2022-23

SHORT DESCRIPTION OF REQUIREMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE EXECUTIVE AND LEADERSHIP COACHING TO SENIOR MANAGERS OF THE NATIONAL RESEARCH FOUNDATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

INVITATION TO BID (SBD 1)

Bid Number	NRF/CORP HRM/48/2022-23		
Closing Date and Time (as per NRF systems)	08 February 2023 at 11:00am		
HIGH LEVEL SUMMARY OF REQUIREMENTS			
<p>The NRF seeks to appoint a professional service provider to provide Executive and Leadership Coaching for a period of up to 36 months. The coaching will take the form of individual coaching sessions as a primary objective and combined group sessions linked to common objectives.</p>			
RESPONSE DOCUMENTS ARE DELIVERED TO:			
<p>EMAIL DELIVERY AS FOLLOWS:</p> <p>Responses can be delivered by email before the closing date and time to: bids@nrf.ac.za</p> <p>ONLY PDF DOCUMENTS ARE ACCEPTABLE WITH A MAXIMUM OF 20MB PER EMAIL. SEE ANNEXURE A</p>			
Bidding procedure enquiries may be directed in writing to:		Technical information may be directed in writing to:	
Section	Supply Chain Management	Section	Training and Organisational Development
Contact person	Vuyelwa Vabaza	Contact person	Sino Simpson
E-mail address	vl.vabaza@nrf.ac.za	E-mail address	sm.simpson@nrf.ac.za

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SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number					
Code		Number			
Cell Phone Number					
Code		Number			
Facsimile Number					
Code		Number			
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE]

Are you the accredited representative in South Africa for the goods /services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes enclose proof	Are you a foreign-based supplier for the goods/services/ works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the questionnaire below
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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 (SBD 1)

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. Bid pages are bound to minimise risk of lost pages.
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.

1.4	The successful bidder will be required to fill in and sign a written contract form (SBD7.3).
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 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.
3. VALIDITY PERIOD FROM DATE OF CLOSURE	90 days
4. BRIEFING SESSION OR SITE VISIT DETAILS – NOT APPLICABLE	
5. THE BIDDING SELECTION PROCESS	
	<p><u>Stage 1 – Compliance to submission requirements</u></p> <p>Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document.</p>
	<p><u>Stage 2 – Evaluation of Bids against Technical Specifications</u></p> <p>Bidders achieving the minimum threshold in the specification to enter the Price/Preference scoring stage:</p>
	<p><u>Stage 2A – Evaluation of Bids against Specifications including Quality</u></p> <p>The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set out in this document.</p>
	<p><u>Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications</u></p> <p>Where circumstances justify it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short-listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short-listed bidders at this stage.</p>
	<p><u>Stage 2C – Due Diligence Research</u></p> <p>The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s).</p>
	<p><u>Stage 3 – Price/Preference Evaluation</u></p> <p><u>Basis of fair competition:</u></p> <p>The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements including the application of fair pricing tests as set out below in the section "Insufficiency of Funds".</p> <p><u>Ranking of the bidders pricing:</u></p> <p>The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.</p>
	<p><u>Stage 4 – Checking Tax Compliance</u></p>

	<p><u>Stage 4A – Taxpayers Resident in South Africa</u></p> <p>The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.</p> <p><u>Stage 4B – Non-Resident Foreign Bidders</u></p> <p>Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, Stage 4A applies in clearing the reason for not receiving the letter.</p> <p><u>Stage 5 – Award and Contract Signing</u></p> <p>The NRF nominates the bidder/S with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation. Further a due diligence on the financial capacity and other factors identified by the NRF of the recommended service provider/s, will be conducted.</p>
6.	ACKNOWLEDGEMENT OF READING EACH PAGE
	The bidder warrants by signature in this document that the bidder has read and accepts each page.
7.	CENTRAL SUPPLIER DATABASE REGISTRATION
	Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.
8.	CLARIFICATION
	If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation does not provide the origin of the request to any party.
9.	RESPONSE PREPARATION COSTS
	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.
10.	COLLUSION, FRAUD AND CORRUPTION
	Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
11.	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 National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". 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.
12.	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.
13.	CANCELLATION OF THE QUOTATION PRIOR TO AWARD
	<p><u>Procurement not required:</u> The NRF cancels the Bid Invitation prior to making an award if due to changed circumstances there is no need for the specified procurement in the document.</p>

No Acceptable Bids/Quotations: The NRF cancels the Quotation/Bid Invitation prior to making an award if it receives no acceptable bids i.e. that do not meet the minimum requirements set out in this document.

Invalid Bid Procedure: The NRF cancels the Quotation/Bid Invitation prior to making an award if a material irregularity occurred in the bid process.

Insufficiency of Funds at date of Award: The NRF cancels the Quotation/Bid Invitation prior to making an award if the funds are no longer available to cover the total estimated contract value after all evaluation processes have been concluded.

Quoted Prices are within a fair price range: The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the offer price. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation and no other component. The NRF starts negotiation with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking, up to the third-ranked bidder, until a market related price is achieved.

SBD 1 SIGNATURE

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:

SCOPE OF WORK

INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation ("NRF") as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

CONTEXT OF THIS PROCUREMENT

In working towards realising the NRF 2025 Strategy and 2030 Vision, the NRF has embarked on a number of organisational changes to assist in ensuring the realisation of the vision. Some of those changes include:

- Organisational review which resulted in the restructuring and implementation of a new service delivery model.
- Skills Audit to take stock of the existing skills within the organization to maximize the current skills and develop missing skills.
- Implementation of the Enterprise Resource Planning (ERP) system.
- Organisational Culture Audit and Change.
- Appointment of various senior leaders.

Corporate Human Resources and Legal Services division is responsible for the successful attraction, placement, retention, and continuous development of a committed, skilled, and representative workforce. In implementing the new service delivery model, the NRF aims to create a collaborative effort across its Business Units, maximise employee's skills and motivate its leadership towards the attainment of its strategy objectives.

As a knowledge organisation, the NRF strives to continually develop the knowledge, skills, competencies and capabilities of its management and employees to deliver higher performance in conjunction with individual, organisational growth and transformation. Apart from the service delivery model changes, the organisation has appointed, promoted, and transferred several executives across the organization, as well as aim to develop a cohort of succession pipeline for management and leadership roles, to ensure optimisation and excellent service delivery. Acquiring executive and leadership coaching services will ensure that the organisation is ready to address the outcomes of the Organisational review while ensuring that the leadership is adequately supported to deal with the realities of a large-scale change that is necessary to achieve the objectives of the NRF.

Based on the above background, the NRF requires leaders that are agile, can deal with ambiguity and complexity and well equipped to respond to the ever-changing environment under which the organisation operates. A coordinated and structured effort in developing strong leadership within the NRF is therefore critical for the organisation's long-term sustainability.

CONTRACT PERIOD

The contract period for this bid is up to thirty-six (36) months, based on requirements as set out in this document.

INTER-DEPENDENCIES TO OTHER PROCESSES IMPACTING THIS SPECIFICATION

This project will be impacted by the finalisation of the current organisational changes which are inclusive of the organisational review and restructuring process and organisational culture.

DETAILED SPECIFICATION

The NRF has identified a need for one-on-one executive and leadership coaching services to be provided to its senior leadership and any other managers deemed suitable for coaching and individuals identified for succession; inclusive of ad-hoc, group coaching sessions to enhance organisation's leadership impact and effectiveness to drive the necessary behaviours required to ensure business performance and sustainability.

- Leadership and executive coaching sessions will consist of individualised one-on-one sessions and triangular sessions (coach, coachee and line manager).
- Coaching sessions will be conducted on a monthly/six-weeks interval over a period of twelve (12) months and each session to be one (1) to two (2) hours long.
- The NRF has business units in the following areas:

Business Unit	Location	Estimated numbers of target population per location–
SAEON http://www.saeon.ac.za/about-saeon	• Pretoria (main office)	2
	• Port Elizabeth	2
	• Cape Town	2
	• Phalaborwa	1

SAIAB https://www.saiab.ac.za	<ul style="list-style-type: none"> Makanda (Grahamstown, Eastern Cape) 	5
SARAO www.sarao.ac.za www.hartrao.ac.za	<ul style="list-style-type: none"> Observatory (Cape Town) Observatory & Hartebeeshoek (Gauteng) Carnarvon (Northern Cape) 	5 5 5
SAASTA www.saasta.ac.za	<ul style="list-style-type: none"> Pretoria Central 	8
SAAO www.saaao.ac.za	<ul style="list-style-type: none"> Observatory (Cape Town) 	8
iThemba Labs www.tlabs.ac.za	<ul style="list-style-type: none"> Cape Town 	10
Head Office :RISA and Corporate Division www.nrf.ac.za	<ul style="list-style-type: none"> Brummeria, Pretoria 	30

- The service provider must conduct initial psychometric assessments and profiling to identify the developmental areas on which the coaching will be based.
 - The service provider must determine which type of psychometric test battery will be appropriate for the cohort.
- Conduct a 360-degree assessment during the course of the coaching process (at the beginning, and at the end of each coaching cycle)
 - The 360-degree assessment can be an off the shelf assessment but will likely need to be customized for the NRF's requirements.
 - The timing of the 360-degree assessment is not dependent on the psychometric assessments and must be agreed with the NRF during the project kick-off.
- Supply individual written reports on the outcome of the 360-degree assessment to the participant and HR office.
- Develop personalised development plan for each of the participants.
- Develop the executive and leadership coaching plan for NRF with at least eight (8) to twelve (12) coaching sessions per executive or senior leader.
- Provide quarterly reports on each participant on the overall progress made regarding the coaching and the outcomes.
- Provide high-level report to the NRF on the overall impact of the coaching services for each participant and the end of the project. The report is for the CEO (on his direct reports) and the Group Executive Human Resources. For other levels of leadership the report is for the Corporate Executive and Managing Directors; and
- A final all-inclusive close-out report to the NRF with recommendations at the end of the coaching program.

BIDDER REQUIREMENTS

The bidding company is expected to:

- Provide evidence (such as certified certificate/s) of registration or accreditation with a recognized executive coaching body such as COMENSA (Coaches and Mentors of South Africa) or International Coaching Federation (ICF).
- The recommended executive coaches must be, in possession of a minimum of NQF level - 8 qualifications in Psychology / Business Management / Leadership Development / Human Resources. (Copies of the qualifications must be provided on request);
- The practitioners who will be conducting the psychometric tests must be registered with the Health Professional Council of South Africa (HPCSA).
- At least three (3) reference letters for previous work done in coaching;
- Submit a detailed methodology on details of the different coaching models and techniques that will be used inclusive of but not limited to goal-oriented coaching or systemic coaching or adult development coaching or positive psychology

coaching or a combination of various techniques.

- Provide a list with detailed CV's of recommended executive coaches.

PROJECT OUTCOME

- Coaching is a systematic process and not an event. The NRF expects the coaching services to lead to the following outcomes amongst others:
 - Cultivate personal and professional development by creating more opportunities to function more effectively as a leader and in a team.
 - Broaden the awareness and understanding of management in an emerging market, a continually transforming, complex and ambiguity laden environment.
 - Allow participants to apply their learning to identify challenges on how the organisation can be taken forward to ensure sustainability.
 - Holistic approach to develop leadership mastery - Transformational leadership, Responsiveness, Collaborating
 - Managing change, uncertainty and ambiguity.
 - Equip participants with the tools and techniques to create a positive and innovative organisational culture.
 - The bidding company will be responsible to track the coaching outcome for reporting purposes.

PRINCIPLES OF THE PROPOSED APPROACH AND DELIVERABLES:

- 8 – 12 sessions per year at an individual level, and customised based on requirements of an individual.
- Psychometric Assessments and 360-degree assessment to serve as an input in the individual coaching session in terms of personal developmental needs and plan.
 - 360-degree assessments to be conducted once per year (beginning of the project and at the end of each coaching cycle)
- Group session – minimum of 2 sessions per participant is envisaged.
- Triad/Triangular Coaching sessions – minimum of 2 and maximum of 4 per participant for the duration of the coaching.
- A mixture of online and face-to-face sessions can be used to reduce travel time, but not at the expense of the coaching quality.

SETS OF QUOTATION DOCUMENTS REQUIRED

Number of ORIGINAL bid documents for contract signing 1

Bidders must submit the above number of original documents by email in PDF format. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The bidders attach the originals or copies of any certificates stipulated in this document to these original sets of bid documents.

RETURNABLE DOCUMENTS REQUIRED

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

Legislative/Technical Documents	Compliance			
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document	
<u>Bidder Eligibility</u>				
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 2-7	
Bidder's Disclosure (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 22	
Preference Points Claimed (SBD 6.1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 24	
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 4	
<u>Selection Criteria</u>				
The service provider must provide evidence certificate/s of registration or accreditation with organisations such as with COMENSA or International Coaching Federation (ICF) for coaches and HPCSA for Psychometric tests to be used.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 8-10	
The recommended executive coaches must be, in possession of a minimum of NQF level-8 qualifications in Psychology/ Business Management/ Leadership Development/Human Resources. (Scanned copies of the qualifications must be provided as and when required). Certified copies will be required of the appointed bidder prior to award.	M	Yes <input type="checkbox"/> No	Page 8-10	
Have a minimum of five (5) years of experience in leadership and executive coaching (a detailed CV must be provided)	M	Yes <input type="checkbox"/> No	Page 8-10	
The Service Provider must provide details of the different coaching models and techniques that will be used (as listed on page 9); and an approach on how the required services will be provided to the NRF and its delegates.	M	Yes <input type="checkbox"/> No	Page 8-10	
Three (3) written references with contact details for those customers for whom the bidder has completed similar scope of work within the last sixty (60) months. Reference letters must “Meet requirements” in line with the reference letter template, dated, signed and be in the referring company’s letterhead.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 20	

Price Offered Documents	Compliance			
Pricing Schedule in this document to be completed (SBD 3.3).	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Detailed pricing schedules and supporting documents	O	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element		Supporting documentation submitted	Meet SpecificationMinimum Go/No Go
1	Fully completed documents in the Bidder Eligibility section, and signed Bid Submission Certificate form. (SBD 1, SBD 4, SBD 6.1)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Scanned certificate/s of registration or accreditation with a recognized executive coaching body.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Provision of a minimum of NQF level-8 qualifications in Psychology/ Business Management/ Leadership Development/Human and (scanned copies of the qualifications must be provided). Certified copies will be required on award.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Resources and have a minimum of five (5) years of experience in leadership and executive coaching (a detailed CV).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Details of the different coaching models and techniques that will be used (as listed on page9); and an approach on how the required services will be provided to the NRF and its delegates.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Evaluation of references demonstrates that the three reference letters meet the minimum threshold of "Meets requirements" against the risk areas listed in the reference letter template.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PRICING CONDITIONS

1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.

4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule.
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Price Adjustment Rules: The business unit will not consider any other unit price variations unless the appointed bidder provides detail reasons for the submitted price variations substantiated by evidence.
8.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	Delivery Points are: National Research Foundation sites as stipulated on pages 8-9.
10.	Application of Preference Points: In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.

SBD 3.3: PRICING SCHEDULE

#	QTY	DESCRIPTION/ (Reference to specific specification)	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE (EXCLUDING VAT)
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Note 1: Quantities are estimates only.

Note 2: Online Coaching sessions can be assumed but should not be at the compromise of the quality of coaching.

YEAR ONE (1)					
Travel and other expenses will be claimed per actual expense invoices.					
1	40	Assessments including pre-coaching needs analysis, data gathering and planning (including the detail of the psychometric assessment battery)	Per person	R	R
2	40	360-degree assessments (assume one assessment per year)	Per person per assessment	R	R
3	480	Coaching sessions (per individual per session 1-2 hours) Maximum of 12 per person (12x40)	Per Session	R	R
4	4	Group Coaching Session (1 per quarter)	Per Session	R	R
5	4	Triad/Triangular Coaching sessions (1 per quarter)	Per Session	R	R
6	1	Project Administration	Per year	R	R
7	4	Coaching Reports (Quarterly individual coaching, quarterly project reports)	Per year	R	R
Total Cost is determined by multiplying quantity by unit price for all line items					R
YEAR TWO (2)					
Bidders should use the same rates as per year one. Bidder may adjust the rates for services but only based on the StatsSa consumer price index per year. Rates for expenses will be adjusted each year based on the SARS agreed rates.					
Travel and other expenses will be claimed per actual expense invoices.					

		Assessments including pre-coaching needs analysis, data gathering and planning (including the detail of the assessment battery and the 360-degree methodology)			
1	480	Coaching sessions (per individual per session 1-2 hours)	Per Session	R	R
2	40	360-degree assessments (assume one assessment per year)	Per person per assessment	R	R
3	4	Group Coaching Session	Per Session	R	R
4	4	Triad/Triangular Coaching session	Per Session	R	R
5	1	Project Administration	Per year	R	R
6	4	Coaching Reports (Quarterly individual coaching and project reports)	Per year	R	R
Total Cost is determined by multiplying quantity by unit price for all line items					R
YEAR THREE (3)					
Bidders should use the same rates as per year one. Bidder may adjust the for services rates but only due to the StatsSa consumer price index per year. Rates for expenses will be adjusted each year based on the SARS agreed rates. Travel and other expenses will be claimed per actual expense invoices.					
1	480	Coaching sessions (per individual per session 1-2 hours)	Per person	R	R
2	40	360-degree assessments (assume one assessment per year)	Per person per assessment	R	R
3	4	Group Coaching Session (per session)	Per Session	R	R
4	4	Triad/Triangular Coaching sessions (per session)	Per Session	R	R
5	1	Project Administration	Per Session	R	R
6	4	Coaching Reports (Quarterly individual coaching and project reports)	Per year	R	R
7	1	Final Close out report	Per report	R	R
Total Cost is determined by multiplying quantity by unit price for all line items					R
TOTAL AMOUNT				R	
VAT AT 15%				R	
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)				R	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where

applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered 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 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" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract 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.
GCC 3	General

3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p>Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>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.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.</p> <p>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.</p> <p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.</p>
SCC5B	Confidentiality
	<p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> • Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. • Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or • Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. <p>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</p> <ul style="list-style-type: none"> • Disclose the confidential information to any third party, or • Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, • The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

	<p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> • Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF; • Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; • Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or • Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure. <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> • All written disclosures received from the NRF; • All written transcripts of confidential information disclosed verbally by the NRF; and • All material embodiments of the contract intellectual property. <p>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.</p> <p>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.</p> <p>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.</p>
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	<p>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:</p> <p>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</p> <p>7.3.2 Cashier's or cheque.</p>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove

	them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

	<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.</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 time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	<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 ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein,

	27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	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.

MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.
2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
3. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.
4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.

5. If the contracted bidder fails to meet any performance level:
- The contracted bidder shall investigate and report on the root causes of the performance level failure;
 - Promptly correct the failure and begin meeting the set performance levels;
 - Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
 - Take preventive measures to prevent the recurrence of the performance level failure.
6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

Performance Level Statement

Service / Goods being measured	Measurement Methodology	Penalty/Bonus and level applicable from
Adherence to project outcomes/milestones	Assess adherence of project milestones	Failure to meet approved project timelines as per the project plan/deliverables Penalty: 1% of contract value will apply for each 48 hours a milestone is exceeded.
Reports	Delivery of all reports (quarterly, closeout)	Non delivery of reports within 7 days of expected report due date Penalty: 1% of contract value will apply for each 48 hours a milestone is exceeded.

SBD 4 – BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM
- 1.1 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

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.

SBD 4 – BIDDER'S DISCLOSURE

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? ☐ Yes ☐ No

- 2.2.1 If so, furnish particulars:

.....

- 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

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.

SBD 4 – BIDDER'S DISCLOSURE

on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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.

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

- 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.)

NRF will use the **B-BBEE status level** for scoring preferential points as per below table:

The specific goals allocated points in terms of this tender: B-BBEE Status Level of Contributor	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant	0	

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

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

- ☐ 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 as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - 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 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 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:.....

.....

.....

REFERENCE LETTER TEMPLATE

Referee Letterhead

	Referee Legal Name:				
	REFERENCE ON COMPANY:				
Bid Number:	NRF/CORP HRM/48/2022-23				
	Bid Description: Executive and leadership coaching to the senior managers of the national research foundation of thirty-six (36) months				
	Describe the service/work the above bidder provide to you below				
Completed by:					
Signature:	Number of years	Number of Beneficiaries	Below requirements	Meets requirements	Exceeds requirements
Company Name:					
Leadership Coaching					
Project Management					
Pricing (value for money)					
Time based performance					
Overall Impression	Other comments				
Approximate value of contract					
Would you use the provider again?					<input type="checkbox"/> YES <input type="checkbox"/> NO
If no why?					
Contact Telephone Number:					
Date:					

BID CONTRACT SUBMISSION CERTIFICATE

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

Invitation to Bid (SBD 1)

Bid Contract including the following sections:

- Specification(s) as set out in the respective section in the bid contract;
- Annexures to the bid contract;
- Bidders responses to this Bid Invitation and bid contract;
- Price schedule (SBD 3.3);
- Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution supported by a valid B-BBEE certificate or affidavit;
- Bidder's Disclosure (SBD4);
- General and Special Contract conditions

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3.3 SBD 4, SBD 6.1) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESS 1

NAME

SIGNATURE

WITNESS 2

NAME

SIGNATURE

DATE

ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with guidelines and prescripts on how to submit their bids to the NRF via e-mail.

Conditions for electronic submissions: This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:³

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

PRESCRIPTS

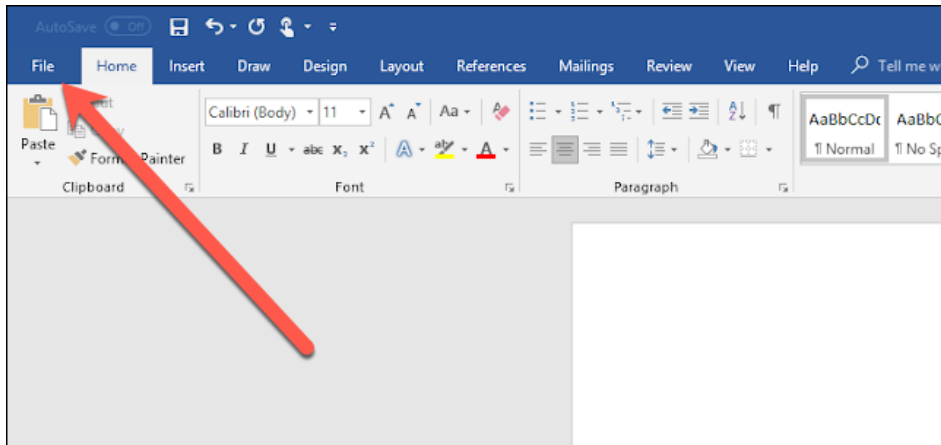
- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **Two envelope system:** All bidders' documents must be submitted to the email address specified on the NRF bid document and however the password to the password-protected pricing file must be submitted to a separate email stated in the email specified in the bid document.
- The bidder must ensure that their submission is no bigger than 20 MB limit.
 - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
 - The password for pricing file must **not** be submitted before the bid closes.
 - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

GUIDELINES

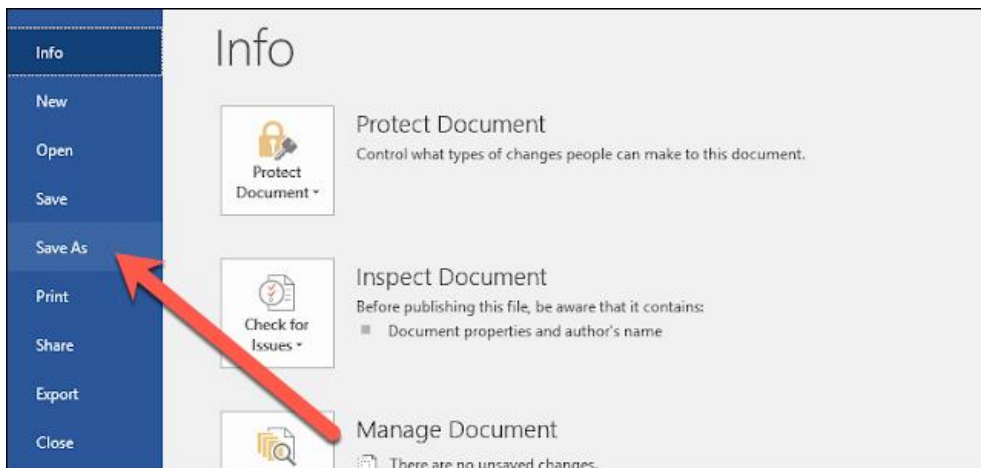
Converting to pdf

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

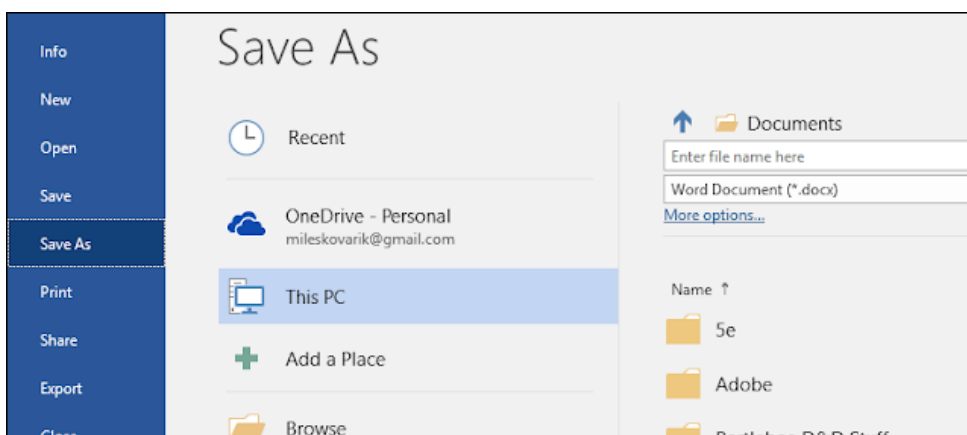
³ SANS 10845-1 paragraph 4.7



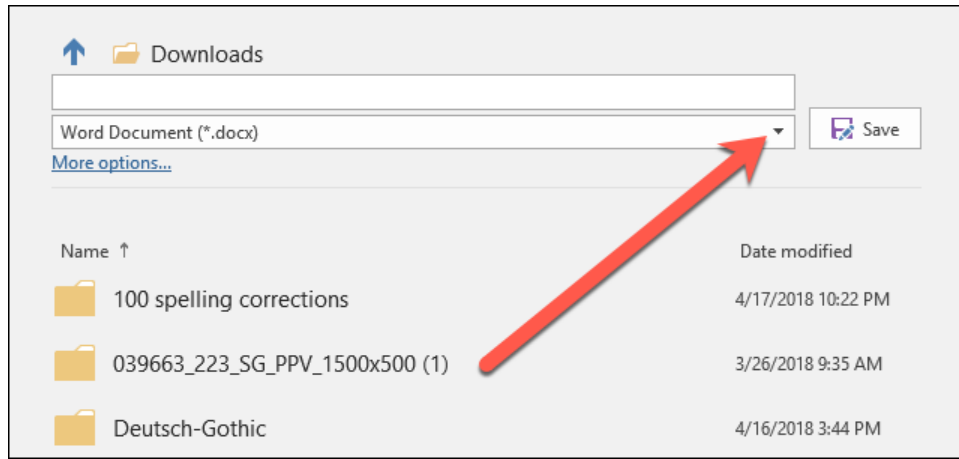
- On the backstage screen, select “Save As” from the list on the left.



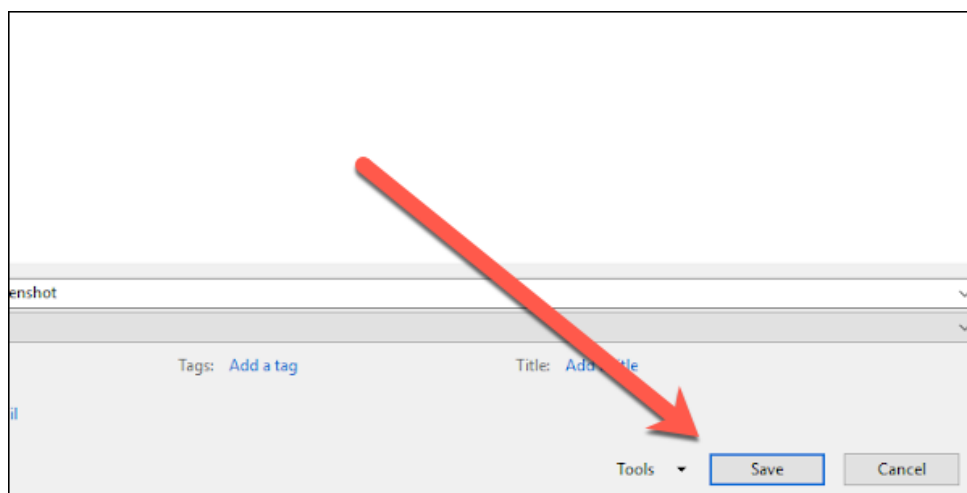
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



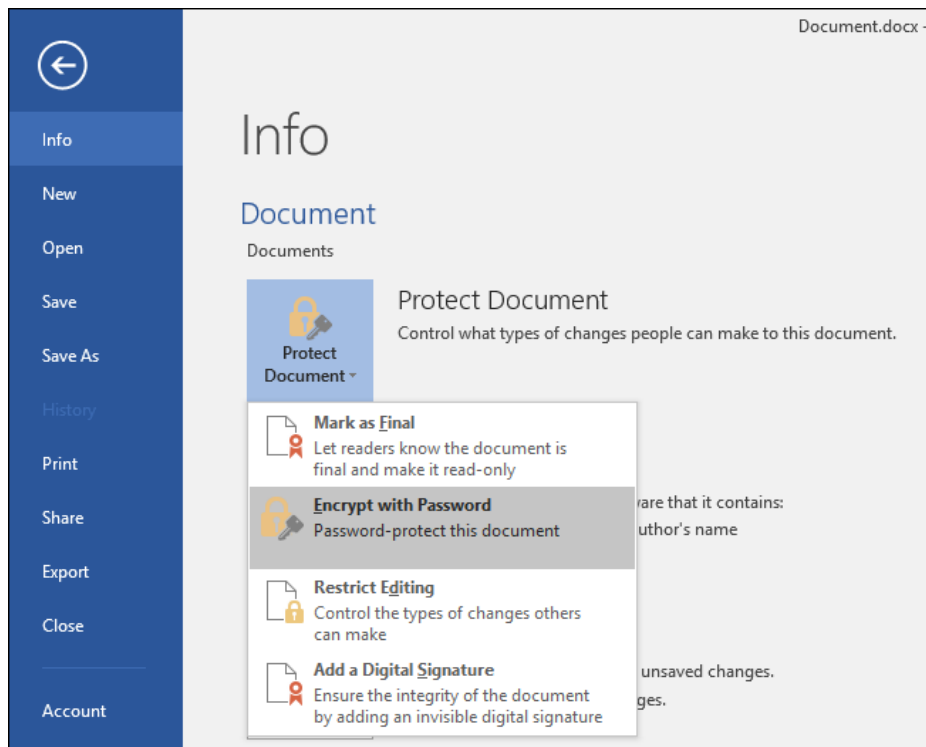
- If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



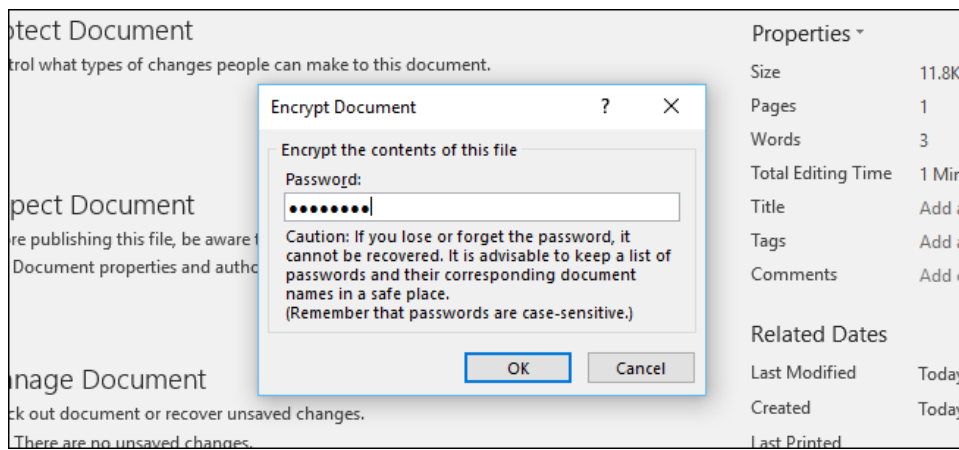
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

Password protecting files

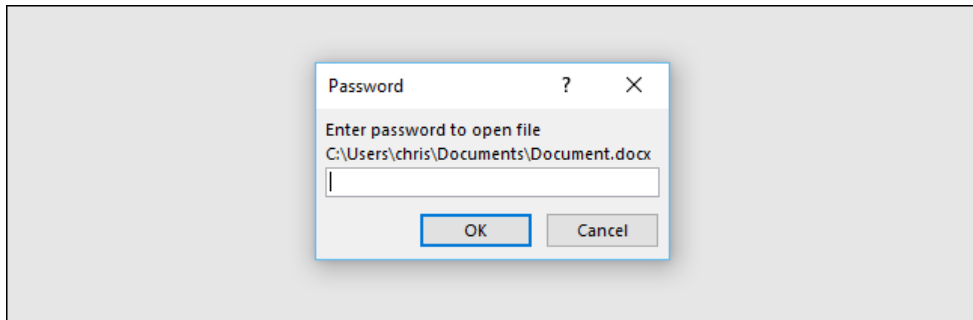
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.
- NOTE: If you only want to restrict editing of the document, you can choose "Restrict Editing" here, but as we said, that is not very secure and can easily be bypassed. You're better off encrypting the entire document, if you can.



- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



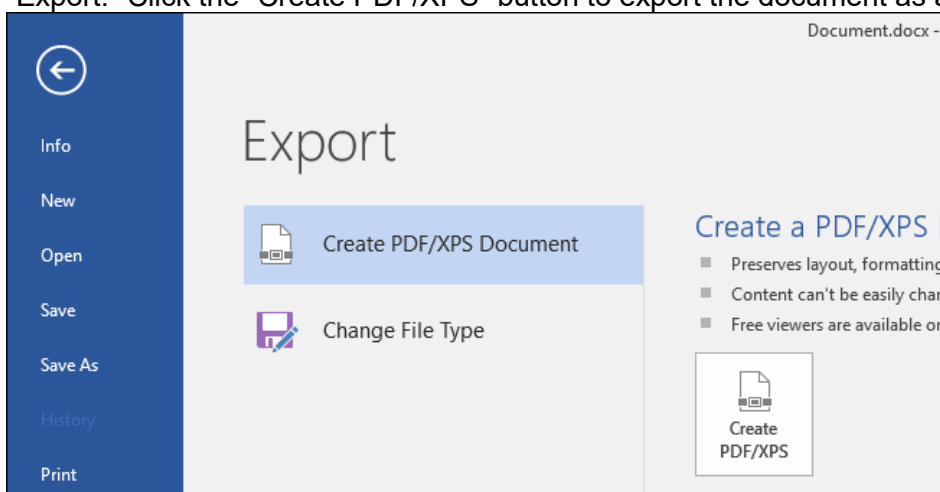
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



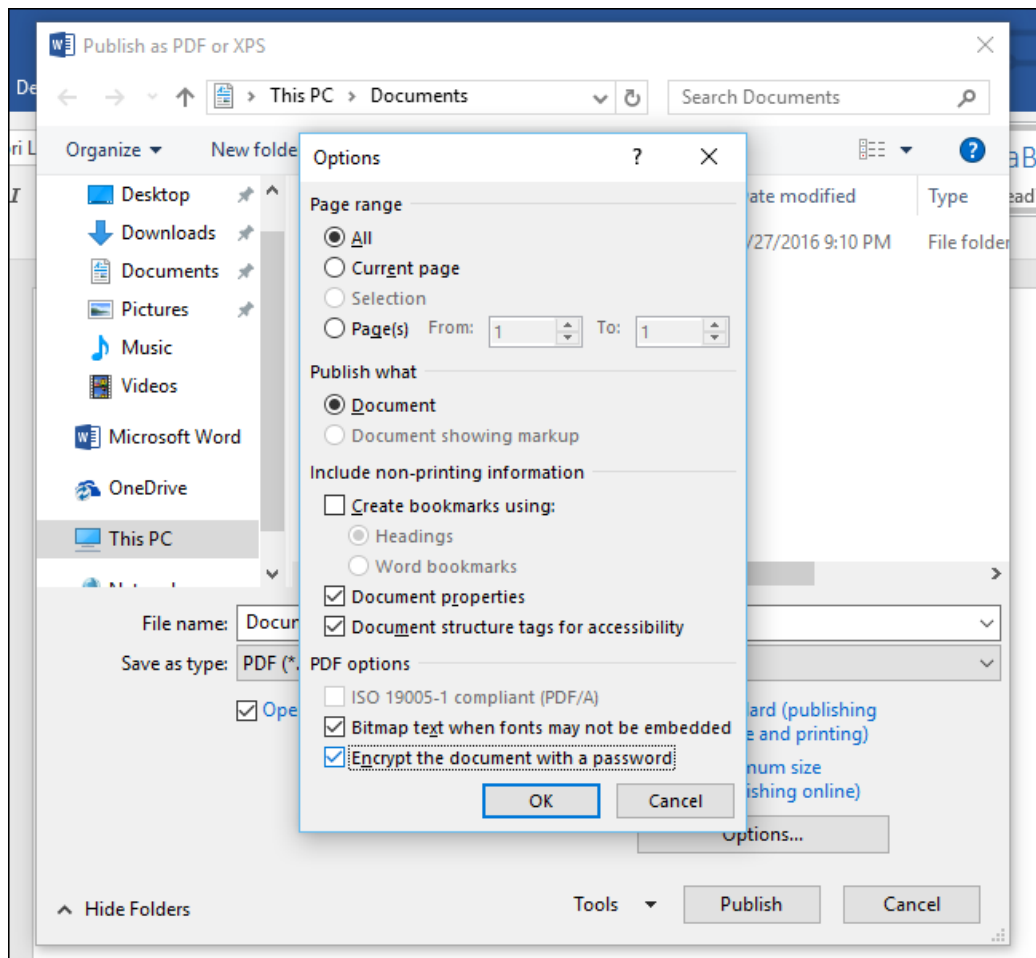
- To remove the password protection from a document, click the “Protect Document” button and select “Encrypt with Password” again. Enter a blank password and click “OK.” Office will remove the password from the document.

How to Create a Password Protected PDF File

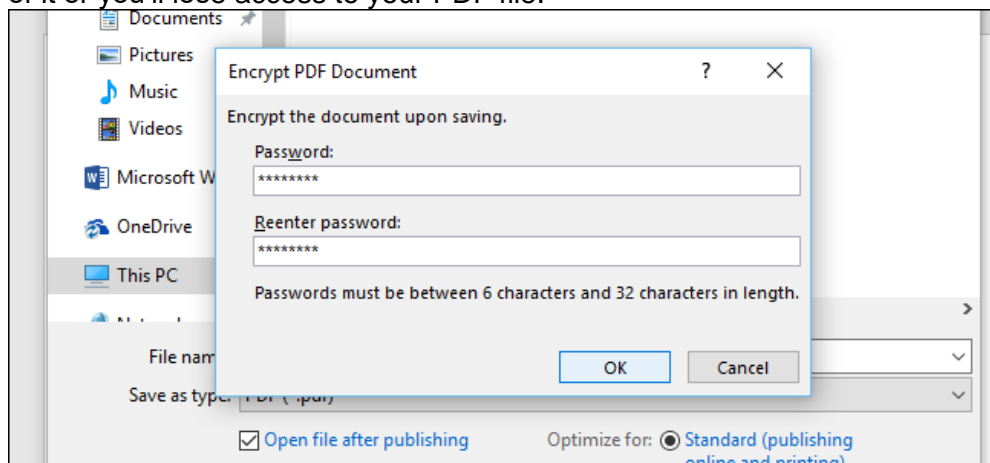
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and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



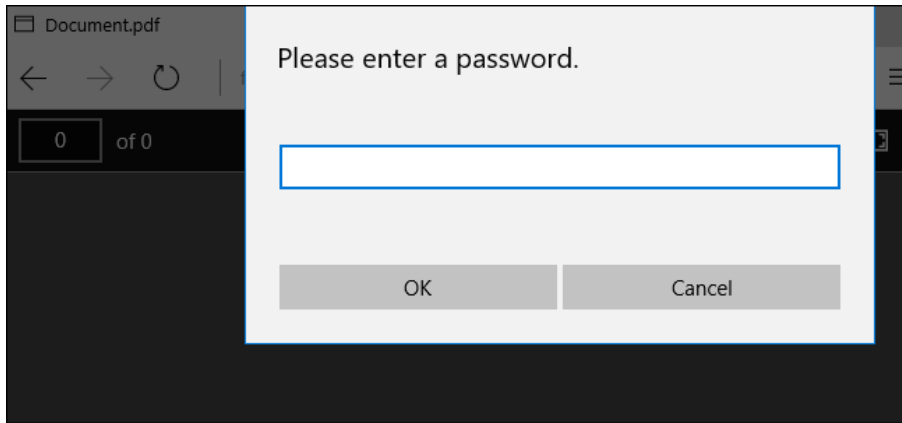
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



Zippping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.