



**National  
Research  
Foundation**

## **Invitation to Bid**

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

**Bid Number NRF-CORP HRM-51-2020-21**

### **BID DESCRIPTION**

**Appointment of a professional service provider to provide Employee Wellness Services to the National Research Foundation (NRF) for a period of five (5) years.**



**National  
Research  
Foundation**

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## SECTION A. INVITATION TO BID (SBD 1A)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                          |                                                                                                                                                |                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Bid number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NRF-CORP HRM-51-2020-21                                                  |                                                                                                                                                |                                                                    |
| Closing date and time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 01/06/2021 at 11:00 am                                                   |                                                                                                                                                |                                                                    |
| HIGH LEVEL SUMMARY OF BID REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          |                                                                                                                                                |                                                                    |
| <p>The National Research Foundation (NRF) requires the services of a suitable professional provider to offer the organisation with Employee Wellness Services (EWS) that are inclusive of an Employee Assistance Program (EAP) for a period of 5 years.</p> <p>Recognising that employee wellbeing and human capital risk management are key strategic issues for leading organisations, the NRF wants to position EWS as a component of human resources that creates an enabling environment in which employees are positioned to effectively execute the NRF Mandate through holistic wellbeing. The EWS seeks to provide a conducive environment for the living and realisation of the organisation's shared values which are <b>people-centered, ethics and integrity, accountability, passion for excellence, world-class service, and respect.</b></p> |                                                                          |                                                                                                                                                |                                                                    |
| Bid response documents are deposited in the tender box situated at:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                          |                                                                                                                                                |                                                                    |
| Bid Submission Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          | <a href="mailto:bids@nrf.ac.za">bids@nrf.ac.za</a>                                                                                             |                                                                    |
| Bidders to submit their bids on the following address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                          | Size of the email (document): 20MB                                                                                                             |                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                          | NRF Corporate SCM will acknowledge receipt of proposals on email after closure of the bid and further publish names of bidders on NRF Website. |                                                                    |
| Bidding procedure enquiries may be directed in writing to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                          | Technical information may be directed in writing to:                                                                                           |                                                                    |
| Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | SCM                                                                      | Section                                                                                                                                        | Human Resources                                                    |
| Contact person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Sindisiwe Ntuli                                                          | Contact person                                                                                                                                 | Sino Simpson                                                       |
| E-mail address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <a href="mailto:Sindisiwe.ntuli@nrf.ac.za">Sindisiwe.ntuli@nrf.ac.za</a> | E-mail address                                                                                                                                 | <a href="mailto:Sino.simpson@nrf.ac.za">Sino.simpson@nrf.ac.za</a> |

| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                           |                                                                                  |           |                                                                                                                                |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------|------|
| <b>Name Of Bidder</b>                                                                                                                                                 |                           |                                                                                  |           |                                                                                                                                |      |
|                                                                                                                                                                       |                           |                                                                                  |           |                                                                                                                                |      |
| <b>Postal Address</b>                                                                                                                                                 |                           |                                                                                  |           |                                                                                                                                |      |
|                                                                                                                                                                       |                           |                                                                                  |           |                                                                                                                                |      |
| <b>Street Address</b>                                                                                                                                                 |                           |                                                                                  |           |                                                                                                                                |      |
|                                                                                                                                                                       |                           |                                                                                  |           |                                                                                                                                |      |
| <b>Telephone Number</b>                                                                                                                                               |                           |                                                                                  |           |                                                                                                                                |      |
| Code                                                                                                                                                                  |                           | Number                                                                           |           |                                                                                                                                |      |
| <b>Cell Phone Number</b>                                                                                                                                              |                           |                                                                                  |           |                                                                                                                                |      |
| Code                                                                                                                                                                  |                           | Number                                                                           |           |                                                                                                                                |      |
| <b>Facsimile Number</b>                                                                                                                                               |                           |                                                                                  |           |                                                                                                                                |      |
| Code                                                                                                                                                                  |                           | Number                                                                           |           |                                                                                                                                |      |
| <b>E-Mail Address</b>                                                                                                                                                 |                           |                                                                                  |           |                                                                                                                                |      |
|                                                                                                                                                                       |                           |                                                                                  |           |                                                                                                                                |      |
| <b>VAT Registration Number</b>                                                                                                                                        |                           |                                                                                  |           |                                                                                                                                |      |
|                                                                                                                                                                       |                           |                                                                                  |           |                                                                                                                                |      |
| <b>Tax Compliance Status</b>                                                                                                                                          | Tax Compliance System PIN |                                                                                  | <b>OR</b> | Central Supplier Database No.                                                                                                  | MAAA |
| <b>B-BBEE Status Level Verification Certificate</b>                                                                                                                   |                           | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No |           | <b>B-BBEE Status Level Sworn Affidavit</b><br>Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No |      |
| <b>[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE]</b> |                           |                                                                                  |           |                                                                                                                                |      |

|                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                    |                                                                         |                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Are you the accredited representative in South Africa for the goods /services/works offered?                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes enclose proof] | Are you a foreign-based supplier for the goods/services/ works offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes, answer the following questionnaire] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                             |                                                                                    |                                                                         |                                                                                                          |
| Is the entity a resident of the Republic of South Africa (RSA)?                                                                                                                                                                                                                                                                                                                                               |                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No                |                                                                                                          |
| Does the entity have a branch in the RSA?                                                                                                                                                                                                                                                                                                                                                                     |                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No                |                                                                                                          |
| Does the entity have a permanent establishment in the RSA?                                                                                                                                                                                                                                                                                                                                                    |                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No                |                                                                                                          |
| Does the entity have any source of income in the RSA?                                                                                                                                                                                                                                                                                                                                                         |                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No                |                                                                                                          |
| Is the entity liable in the RSA for any form of taxation?                                                                                                                                                                                                                                                                                                                                                     |                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No                |                                                                                                          |
| <p>If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.</p> <p>Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of their tax compliance status must be obtained from the supplier.</p> |                                                                                    |                                                                         |                                                                                                          |

## SECTION B. TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

|                                       |                                                                                                                                                                                                                                                                              |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>             |                                                                                                                                                                                                                                                                              |
| 1.1                                   | Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.                                                                                                                                                      |
| 1.2                                   | All bids must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the bid document.                                                                                                                                              |
| 1.3                                   | This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, 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).                                                                                                                                                                                   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |                                                                                                                                                                                                                                                                              |
| 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> .                                                           |                                                                                                                                                     |  |
| 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. |                                                                                                                                                     |  |
| <b>3. TWO ENVELOPE SYSTEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                    | <b>Yes</b>                                                                                                                                          |  |
| <b>4. VALIDITY PERIOD FROM DATE OF CLOSURE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                    | 120 days                                                                                                                                            |  |
| <b>5. BRIEFING SESSION OR SITE VISIT DETAILS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| <b>Attendance:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    | <b>Non-compulsory</b>                                                                                                                               |  |
| <b>Date and Time</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                    | 14 May 2021 @ 10:00am                                                                                                                               |  |
| <b>Venue</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                    | Zoom Meeting                                                                                                                                        |  |
| <b>Zoom link</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                    | <a href="https://zoom.us/j/97174443402?pwd=TFdtNmxyZ1RqajQvdWRScDhWTzVCQT09">https://zoom.us/j/97174443402?pwd=TFdtNmxyZ1RqajQvdWRScDhWTzVCQT09</a> |  |
| <b>Contact Person</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                    | Sindisiwe Ntuli<br>Email: <a href="mailto:Sindisiwe.ntuli@nrf.ac.za">Sindisiwe.ntuli@nrf.ac.za</a>                                                  |  |
| <b>6. ACKNOWLEDGEMENT OF READING EACH PAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| The bidder warrants by signature in this document that the bidder has read and accepts each page.                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| <b>7. CENTRAL SUPPLIER DATABASE REGISTRATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| 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.                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| <b>8. CLARIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| 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 distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party. |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| <b>9. RESPONSE PREPARATION COSTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                    |                                                                                                                                                     |  |
| <b>10. TWO ENVELOPE SYSTEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                    |                                                                                                                                                     |  |

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase (the first envelope) as the evaluators receive the price details (the second envelope with the SBD 3 (price summary schedule and detailed supporting pricing documentation) for price evaluation after completion of the technical selection stages. An outer envelope addressed as stated in this document encloses both envelopes.

#### **11. 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.

#### **12. 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.

#### **13. 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.

## THE BIDDING SELECTION PROCESS

### **Stage 1 – Compliance to submission requirements**

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.

Where the NRF discovers deviations within the Returnable Documents List, the NRF assess these as minor and major deviations:

The NRF assess discovered deviations within the Returnable Documents List and class them as minor and major deviations:

1. The NRF clarifies minor deviations in the information already presented within the document as set out in Stage 2B, noting the following:
  - a. Deviations from the documents requested may be classed as minor where this information is presented and clarified elsewhere in the submission.
  - b. The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of technical evaluation scoring and price ranking. The NRF may request from the bidder these documents during the period of evaluations, but must already be submitted and assessed by the time of making the final recommendation for contract award to the Bid Adjudication Committee.
  - c. In some cases, minor deviations can still lead to disqualification of the bid therefore the bidder should ensure that their bid is complete and without any mistakes.
2. Major deviations will lead to disqualification of the bid. This includes:
  - a. The deviation detrimentally affects the scope, quality, or performance of the procurement set out in this document;
  - b. The deviation will prevent the Evaluation Committee from evaluating the received bid against the evaluation criteria set out in this document;
  - c. The deviation changes the required specifications and/or the risks and responsibilities as set out in this document; and/or
  - d. The deviation affects the fair competition with other bidders if the bidder is allowed to rectify the material submitted.

### **Stage 2 – Evaluation of Bids against Technical Specifications**

**Bidders achieving the minimum threshold in the specification to enter the Price/Preference scoring stage:**

#### **Stage 2A – Evaluation of Bids against Specifications including Quality**

The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set as in Section D.

#### **Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications**

Where circumstances justifies 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.

#### Stage 2C – Due Diligence Research

The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s).

#### Stage 3 – Price/Preference Evaluation

##### Basis of fair competition:

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".

##### Ranking of the bidders pricing:

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.

#### Stage 4 – Checking Tax Compliance

##### Stage 4A – South African Resident Taxpayers

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.

Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of their tax compliance status must be obtained from the supplier.

##### Stage 4B – Non-Resident Foreign Bidders

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.

#### Stage 5 – Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

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

#### Procurement not required

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.

#### No Acceptable Bids

The NRF cancels the 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b><u>Invalid Bid Procedure</u></b><br>The NRF cancels the Bid Invitation prior to making an award if a material irregularity occurred in the bid process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b><u>Insufficiency of Funds or Bids not within a fair price range</u></b><br>The NRF cancels the Bid Invitation prior to making an award if the funds are no longer available to cover the total envisaged expenditure or if the price offered by the bidder scoring the highest points is not market related.<br>The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation. The NRF only negotiates price, and no other component, with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved. |
| <b>SBD 1 SIGNATURE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>SIGNATURE OF BIDDER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b><br>(Proof of authority must be submitted e.g. company resolution)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>DATE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## SECTION C. SCOPE OF WORK

### INTRODUCTION TO THE NRF

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

### INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID

This bid is managed by the Corporate Human Resources and Legal Services Division on behalf of the NRF. As an integral part of the organisation's business strategy, the purpose of this function is to ensure the achievement of the organisation's goals and priorities, through strategic leadership and effective operational oversight of people/ talent management and legal risk management and mitigation.

(For more information, kindly refer to [www.nrf.ac.za](http://www.nrf.ac.za) )

### CONTEXT OF THIS PROCUREMENT

The NRF recognises that early detection and appropriate interventions to address personal, professional and environmental stressors can prevent or alleviate poor performance, accidents and absenteeism. To this end, it needs to put in place an Employee Wellness Programme (EWP) which seeks to empower employees with life skills in order to cope with difficult life and work-related issues so that work performance is not affected.

Being a premier Science Research organisation, the NRF cares about and prioritise the health and wellbeing of its employees. Wellness matters like absenteeism and employee engagement impact organisations in many ways and the NRF is no different since compromised employee wellness negatively impacts on organisational performance, productivity, and overall organisational culture. It is for this reason that the organisation is looking to source a fully-fledged employee wellness programme for the organisation. The ultimate objective of an Employee Assistance Programme is to improve employee health, well-being, and safety, and thereby ensure a positive impact on overall productivity and performance.

The organisation employs approximately 1500 employees (inclusive of students, interns and volunteers) situated across in 7 provinces of the country with its Corporate Office in Pretoria.

| Facility                                                                                            | Staff Complement* | Location                                 | EAP | Fee for Service | Monthly Onsite Counselling |
|-----------------------------------------------------------------------------------------------------|-------------------|------------------------------------------|-----|-----------------|----------------------------|
| <b>SAEON</b><br><a href="http://www.saeon.ac.za/about-saeon">http://www.saeon.ac.za/about-saeon</a> | 98                | Pretoria (main office)<br>Port Elizabeth | Yes | Yes             | Yes @ main office          |

|                                                                                                                                  |     |                                                                                                                   |     |     |                      |
|----------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------|-----|-----|----------------------|
|                                                                                                                                  |     | Cape Town<br>Phalaborwa                                                                                           |     |     |                      |
| <b>SAIAB</b><br><a href="https://www.saiab.ac.za">https://www.saiab.ac.za</a>                                                    | 58  | Makanda<br>(Grahamstown,<br>Eastern Cape)                                                                         | Yes | Yes | Yes                  |
| <b>SARAO</b><br><a href="http://www.sarao.ac.za">www.sarao.ac.za</a><br><a href="http://www.hartrao.ac.za">www.hartrao.ac.za</a> | 553 | Observatory (Cape<br>Town)<br><br>Observatory &<br>Hartebeeshoek<br>(Gauteng)<br><br>Carnarvon<br>(Northern Cape) | Yes | Yes | Yes @ all<br>offices |
| <b>SAASTA</b><br><a href="http://www.saasta.ac.za">www.saasta.ac.za</a>                                                          | 97  | Pretoria Central                                                                                                  | Yes | Yes | Yes                  |
| <b>Head Office<br/>RISA and Corporate<br/>Division</b><br><a href="http://www.nrf.ac.za">www.nrf.ac.za</a>                       | 295 | Pretoria, Brummeria                                                                                               | Yes | Yes | Yes                  |
| <b>iThemba Labs</b><br><a href="http://www.ithlabs.ac.za">www.ithlabs.ac.za</a>                                                  | 278 | Cape Town                                                                                                         | Yes | Yes | No                   |
| <b>SAAO</b><br><a href="http://www.sao.ac.za">www.sao.ac.za</a>                                                                  | 130 | Observatory (Cape<br>Town)                                                                                        | Yes | Yes | Yes                  |
| Others (students,<br>volunteers, contractors)                                                                                    | 91  | (across the NRF)                                                                                                  | Yes | Yes | Yes                  |
| <b>Total 1500*</b>                                                                                                               |     |                                                                                                                   |     |     |                      |

## CONTRACT PERIOD

The contract period for this bid is for five (5) years. The start date shall be a month after both parties had signed the SBD7 contract form to allow for planning and logistical arrangements.

## INTERDEPENDENCIES TO OTHER SYSTEMS/PROCESSES IMPACTING THIS SPECIFICATION

Link to get a clear picture on the current environment of the NRF Business Units and National Facilities.  
<https://www.nrf.ac.za/research-platforms/national-facilities>

## DETAILED SPECIFICATION

### 1. SCOPE OF WORK

The NRF invites an experienced and suitable service provider with a national footprint to provide Employee Wellness Services (EWS) for a period of five (5) years. The service provider must have a minimum of 5 years' experience in EWS.

#### 1.1. Psychosocial and Clinical Services

##### 1.1.1. Telephonic Counselling Services

All NRF employees and their immediate families will have access to a **confidential and unlimited 24/7/365 national call center**; and other means of contact (i.e. email, WhatsApp to mention a few). A multi-disciplinary, multi-lingual team of experienced highly qualified and licensed health professionals, including psychologists, registered counselors, and social workers, will staff the call center. Services will be delivered in at least 4 official languages. Employees will have the flexibility of multiple channel access to the call center counsellors.

WhatsApp, SMS call back system will enable employees and their immediate families to send a please call me request to a dedicated number for a professional counsellor to contact them. SMS messages and e-mails are responded to immediately. Areas in which support will be provided include, but not exhaustive to the following:

|                                           |                                    |
|-------------------------------------------|------------------------------------|
| Marital, Family and Relationship Problems | Work Performance Issues            |
| Chronic Illness Issues                    | Psychological Impact of a Pandemic |
| Workplace and Domestic Violence           | Emotional and Social issues        |
| Child/Parent Conflict                     | Organizational Change              |
| Loss and Trauma                           | Redeployment and Redundancy        |
| Depression and Suicide Crisis Management  | Diversity Management Issues        |
| Substance Abuse, Addictive Behaviour      | Career Change                      |
| Personal Financial Management             | Stress Management                  |
| Legal Problems                            | Work Life Balance                  |

##### 1.1.2. Face-to-Face Counselling

Each employee will be eligible for up to six (6) one hour face-to-face counselling sessions per incident per year. Face-to-face consultations must focus on providing employees with the relevant tools and support necessary to enable them to remain productive, energised and engaged. A face-to-face short-term counselling service must be available through a network of qualified counsellors, consisting of qualified psychologists and social workers, in the areas where NRF employees and their immediate families work and live.

##### 1.1.3. Individual Managerial consultations and formal referral services

The managerial support service must provide technical support and policy-based advice to managers responsible for monitoring job performance and taking appropriate action for dealing with employees with performance issues.

The EWP managerial consultants must be available telephonically on an unlimited basis to consult and offer assistance to managers across a wide variety of challenging workplace situations. The service provider must provide unlimited face-to-face conflict mediation sessions as and when required. The service provider must provide training sessions as and when required for managers and team leads focusing on, but not limited to the following:

- Change management
- Emotional Intelligence
- Interpersonal Skills
- Conflict resolution
- Managing Anxiety
- Delivering Constructive Criticism
- Anger Management

#### 1.1.4. Trauma/Crisis Management

Trauma counselling must be available within 72 hours of the reported incident to employees and their immediate family for situations such as witnessing or being involved in a violent event, even if it happens outside of work. Critical Incident Stress Debriefing or Trauma Response services should be made available to employees that have been exposed to traumatic events.

#### 1.1.5. Life Management Services

The Life Management service should offer telephonic information and assistance on social problems, financial concerns and family matters. Life Management services should provide detailed, practical information, education, resources and referrals to help individuals manage their work-life responsibilities. Advice should be available on issues such as criminal offences, fines, debt, contracts, and divorce. The service should also be available 24 hours a day.

#### 1.1.6. Personal Debt and Financial Counselling

The service provider should offer financial wellbeing programme to assist and rehabilitate financially distressed employees, improve their financial wellbeing and reduce debt. During this process, employees must be empowered to develop the skills they need to take ownership of their financial wellbeing. The service provider must also provide garnishee order advise and awareness services. The service should be available 24 hours a day.

#### 1.1.7 Legal Advice

The service provider should offer confidential professional legal advice on any aspects of law including preparing legal documents, reviewing contracts and any other legal issue.

#### 1.1.8 Onsite Counselling

The service provider should offer onsite face-to-face counselling once a month at all of the NRF main branches and on a per-arrangement basis for smaller sometimes remote branches.

## **1.2. Organisational Health Management Services**

### **Health Risk Assessments (HRA's)**

The service provider should provide professional Wellness Days and Events that will provide a key platform for conducting individual employee HRAs, but also play a key role in promoting better health awareness, encouraging preventative health practises and contributing to the development of a culture of wellness within the organisation. The service must be provided to all NRF main offices.

#### **1.2.1. Wellness day management**

The services should include:

- Engagement with all stakeholders/service providers to ensure optimal planning and positioning of the wellness event.
- Co-ordination and project planning for conducting an efficient, well-managed wellness event that delivers on objectives.
- Conducting a site visit to the venue prior to the event to assess logistic requirements and ensure smooth running on the actual day of the event.
- Event management and co-ordination on the actual day of the event.
- Reporting results.
- Development of relevant marketing material to position and promote the event.

The HRA should include:

- Blood Pressure;
- Rapid Blood Glucose;
- Rapid Blood Cholesterol;
- Body Mass Index (height and weight combined);
- Waist Circumference;
- HIV Counselling and Testing (HCT); and
- TB Screening.
- Other chronic diseased screening

Participants must complete a Health Risk Assessment (HRA) questionnaire focusing on identifying risk factors through self-reporting. Key aspects of the HRA include:

- Family medical history;
- Past medical history;
- Nutrition;
- Exercise;
- TB risk assessment; and
- Completion of an individual Stress Assessment.

Follow-up consultation to support behaviour change and management:

Each screened employee that has adverse health risk assessment results must receive follow-up care and support from the service provider's team of health professionals. This should entail the following:

- Wellness coaching is provided to employees identified with high risks on both the HRA and health screening results. All wellness coaches must be qualified health professionals. They must discuss the individual's health risks, establish whether they have followed through on the nurse's recommendations, provide them with relevant health information, highlight the benefit of changing their health risk profile, encourage the employee to establish health and behaviour change goals, and support them to overcome any barriers to health improvement and behaviour change wellness goals.
- Wellness coaching must be delivered through outbound calls to employees identified as being at-risk. Through risk stratification, employees who might need a face-to-face coaching session must be identified.
- Wherever appropriate, employees must be encouraged to visit a health practitioner or register on their relevant medical scheme's disease risk management programmes.

#### 1.2.2. Executive Wellness Programme (Corporate Executives, Managing Directors, Executive Directors and Senior Managers) (Approximately 45)

The service provider must provide one session per senior management per annum (Corporate Executive, Managing Directors, Executive Directors and Senior Managers). The programme should offer the following services on an annual basis:

- Comprehensive physical assessment to evaluate the executive's health/risk profile.
- Optimal lifestyle programmes for fitness and ergonomics with a biokineticist in a fully equipped service provider facility with on-site gym and training facility.
- Optimal lifestyle programmes for diet and nutrition – healthy eating for the business executive, smart snacking, low GI eating plans.
- Personal mastery evaluation to support high competence in behavioural risk areas including: executive burnout, managing workplace dynamics, work-life balance, family responsibilities.
- Therapeutic massages.

#### The Service Provider Facility

The service provider Executive Care facilities must offer a relaxing, contemporary wellness experience. The centre must have fully equipped assessment rooms, refreshment and relaxation area, a Wi-Fi/business zone, as well as superb shower and changing facilities.

#### 1.2.3. Health and Wellness Promotion

The service provider must conduct awareness as well as training and education sessions at all the sites/locations designated by the organisation on a quarterly basis (3 sessions per designated site). The psychosocial, health and wellness risks and trends relevant to the NRF will inform the range of topics covered in these sessions.

These sessions may also contribute to the risk identification process, with employees experiencing symptoms of any

of the wellness topics discussed actively (and, where appropriate, confidentially) encouraged to contact the call centre, and/or other health and wellness service providers.

The topics for awareness and training sessions include, but are not limited to:

- Building Resilience;
- Healthy lifestyle habits
- Money management;
- Coping skills;
- Trauma preparedness;
- Work life balance and Stress management;
- HIV and AIDS;
- Chronic conditions related to lifestyle; (e.g. diabetes, high blood pressure etc.)
- Diversity management, at facilitating an environment in which gender differences and disability is accepted;
- Effective conflict resolution, as relevant to the workplace;
- Communication skills, relevant to the workplace and the personal sphere; and
- Retirement preparation from a psychosocial perspective.
- Living through a pandemic

#### 1.2.4. Wellness Coaching for Professionally Qualified, Experienced Specialists and Middle Management (Approximately 400)

The service provider must offer Wellness coaching to professionally qualified, experienced specialists and middle management with the aim of gearing them up with the skills necessary to perform the demanding job that this level requires have, with ease and efficiency. The wellness coach must train middle management to eat healthier, exercise better, work smarter, and stay calm even in trying situations; as well as to learn how to build professional relationships that promote mutual growth and development. Each Manager will have two (2) wellness coaching sessions per year.

#### 1.2.5. Incapacity and Absenteeism Management

- Availability of medical professionals who are qualified to comment on the impact of a medical condition on an individual's ability to perform their job. Feedback must be provided to the manager in the form of a written report that specifies the following:
  - Nature of the medical condition (diagnosis).
  - Temporary or permanent nature of the medical condition.
  - The extent to which the medical condition limits the employee from performing his normal expected occupation.
  - The potential of the employee from a medical point of view to perform reasonable alternative activities.
  - Future possible changes in the medical condition i.e. improving or deteriorating.
  - Limitations of activities of daily living.
  - Accommodations, adaptations or assistive devices required to improve the occupational functionality of the employee.
  - Identifying of potential occupational hazards that might preclude effective accommodations of a disabled employee.
  - Provide an unbiased clinical opinion on the validity of the sick leave utilised.
- Provide recommendations to the NRF and to the insurer regarding the validity of the disability claim.

Availability of a national network of medical specialists to refer employees for independent medical evaluations and functional capacity assessments.

- The medical examiners must provide NRF with a detailed and comprehensive report on the medical condition of the employees referred.
- Provide advice on assistive devices within the workplace for reasonable accommodations, in line with the Employment Equity Act.
- Offer advice about the adaptations that the employee may require in order to adequately perform their job, and give recommendations on reasonable accommodation.
- Provide detailed recommendations to the NRF on if and how an employee can be accommodated in a specific work place in view of their medical symptoms.
- The service provider must avail an occupational health practitioner to serve on the NRF's incapacity panel as and when required.

#### 1.2.6. Employee Bereavement & Hospital Support

Upon receiving notification from the NRF; the service provider must arrange delivery of flowers or fruit baskets to employees:

- Who are hospitalized for three (3) days or more.
- Who have lost a parent, spouse or a child.

In a case of a death of an employee, flowers or fruit basket must be delivered at a place confirmed by the NRF.

### 1.3. Service Management

The overall management and reporting of all service offering, and utilisation requires:

#### 1.3.1. Management & Administration

The service provider must be allocated a dedicated **Client Relationship Manager (CRM) or Account Manager**, who will act as a single point of entry to the NRF. The CRM must coordinate the full implementation and management of the programme as well as ensure that the EWS is extensively marketed and fully integrated and appropriately managed at all times. The service provider must make available wallet cards, leaflets and posters to promote the programme. The service provider must provide onsite and virtual orientation sessions for managers and employees at all organisational sites. Posters and desk drops must be available as per the Health Calendar. The service provider must have a customer hotline for complaints and escalations.

The CRM must also offer professional strategy and policy consultancy service which focuses on the development and/or review of the NRF's EWS strategy and related policies respectively to ensure that the NRF's EWS is driven by a clear vision and is built on a solid regulatory foundation.

#### 1.3.2. Employee Wellness Survey and Pulse Checks

The service provider must, at the time determined by the NRF conduct the employee wellness surveys in order to get a view on the overall wellness of the NRF.

### 1.3.3. Reporting

The service provider must ensure that the value of the interventions provided is visible to the NRF through reporting. With due compliance to the legislations that deal with the protection of personal information, the reports should include all interactions between the service provider and the service users for analysis and interpretation, and all engagement data (offsite and onsite services) must be reflected in an aggregated, unidentified and concise report. The data must be mined and analysed to provide trends while ensuring user confidentiality is maintained. Trends on engagement, presenting problems, risks identified and managed, and the impact of presenting problems on productivity, interventions delivered, and recommendations must be provided in the reports. The reports must be submitted on a monthly, quarterly and annual basis per Business Units and organisationally.

## SECTION D. BID SUBMISSION PACK

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## RETURNABLE DOCUMENTS CHECKLIST

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 |
| Procurement Invitation (SBD 1), signed and completed.                                                                                                                                                                                                                                                                 | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 5                |                                |
| Declaration of Interest with Government (SBD 4), signed and completed.                                                                                                                                                                                                                                                | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 28               |                                |
| Preference Points Claimed (SBD 6.1), signed and completed.                                                                                                                                                                                                                                                            | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 30               |                                |
| Declaration of Past SCM Practices (SBD 8), signed and completed.                                                                                                                                                                                                                                                      | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 34               |                                |
| Certificate of Independent Bid Determination (SBD 9), signed and completed.                                                                                                                                                                                                                                           | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 36               |                                |
| B-BBEE certificate / Sworn Affidavit (Has the bidder met the minimum B-BBEE Level?)                                                                                                                                                                                                                                   | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 21               |                                |
| <b>National Footprint:</b><br>The service provider should have Affiliates in all Provinces and demonstrate proof of national footprint by providing a list of affiliates per province.                                                                                                                                | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 12 and 13        |                                |
| <b>Call Centre Capacity:</b><br>The service provider must have a Call Centre (capacity) which is a physical location of defined seats with call centre agents with a proven capacity to provide required service requirements. Evidenced by call centre physical address, pictures/brochures and telephone number(s). | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 16               |                                |
| <b>Professional Registration:</b><br>The service provider must be recognised and accredited with one or more of the following legislative bodies i.e. Council for Health Service Accreditation of Southern Africa (COHSASA),                                                                                          | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Pages 20              |                                |

| (M – Mandatory); (O – Optional)                                                                                                                                                                                                                                                                                                                                        | Submitted  |                                                             | Bid Section Reference | Reference to Bidder's document |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------|-----------------------|--------------------------------|
| Employee Assistance Programme Association of South Africa (EAPASA), Health Professions Council of South Africa (HPCSA), South African Council for Social Services Professions (SACSSP), Department of Health etc. and provide a certified copy of a valid certificate as proof of accreditation.<br><br>The certificate must be certified by the Commissioner of Oath. |            |                                                             |                       |                                |
| Minimum three (3) written references, with contact details for those customers for whom the bidder has completed work within the last five years that meets the minimum threshold of “Meets requirements.” Additional references can be included should there be a need to do so by the Bidder.                                                                        | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 36               |                                |
| Reference 1: From:                                                                                                                                                                                                                                                                                                                                                     | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                       |                                |
| Reference 2: From:                                                                                                                                                                                                                                                                                                                                                     |            |                                                             |                       |                                |
| Reference 3: From:                                                                                                                                                                                                                                                                                                                                                     |            |                                                             |                       |                                |
| Pricing Documents                                                                                                                                                                                                                                                                                                                                                      | Compliance |                                                             |                       |                                |
| Summary pricing (SBD 3) in this document, to be completed.                                                                                                                                                                                                                                                                                                             | M          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 24 and 25        |                                |
| Detailed pricing schedules and supporting documents (only if requested elsewhere in the bid document).                                                                                                                                                                                                                                                                 | O          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Page 25               |                                |

## PRE-QUALIFICATION ELIGIBILITY CRITERIA

|                                                                                                          |                               |         |
|----------------------------------------------------------------------------------------------------------|-------------------------------|---------|
| Pre-Qualifying Criteria                                                                                  | A minimum B-BBEE status level | Level 3 |
| <b>A bidder failing to meet any of the stipulated qualifying criteria is automatically disqualified.</b> |                               |         |

## ELIGIBILITY CRITERIA (GO/NO-GO)

| Selection Element |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Meet Specification Minimum                               | Bid Section Reference | Reference to Bidder's document |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------|--------------------------------|
| 1                 | Fully completed Procurement Invitation (SBD's) including all documents in the Bidder Eligibility section, and signed Bid Submission Certificate form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO | Page 04 to 52         |                                |
| 2                 | <p><b>Bidding Organisation</b></p> <p><b>2.1. Experience and capacity</b></p> <p>The bidding organisation must demonstrate in-depth experience and knowledge with:</p> <ul style="list-style-type: none"> <li>Five (5) years in <b>providing holistic employee wellness services as indicated in the scope.</b></li> <li>Provide three (3) contactable references for similar projects that have been conducted as indicated in the scope of work within the past 5 years employers with +1500 employees.</li> </ul> <p><b>NB: The reference letters must be contained in the letterheads of the referees, signed and must clearly indicate the scope of the work completed; or completed using our template.</b></p> | <input type="checkbox"/> YES <input type="checkbox"/> NO | Page 22               |                                |
|                   | <p><b>2.2. Service Offering</b></p> <p>The bidding organisation must demonstrate the availability and adequacy of employee wellness services for the NRF as articulated on the scope of work from 1.1 to 3.3.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> YES <input type="checkbox"/> NO | Page 12 - 18          |                                |

| Selection Element |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Meet Specification Minimum                               | Bid Section Reference | Reference to Bidder's document |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------|--------------------------------|
| 3                 | <b>Qualifications and Experience</b><br><b>3.1. Client Relationship Manager (CRM)</b><br><b>Five (5) years' experience as the Employee Wellness Services Client Relationship Manager with proof of accounts that have been managed. Curriculum Vitae of the CRM must clearly state proof of accounts managed and types of services managed; qualification, work experience and references.</b><br><b>Social Sciences, Human Behaviour, Employee Wellness etc. related qualification is preferred.</b> | <input type="checkbox"/> YES <input type="checkbox"/> NO | Page 23               |                                |
| 2P                | Clarification and confirmation of Pricing Schedule (SBD3)                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> NO | Page 24 to 26         |                                |

## SBD 3.2: PRICING DETAIL

### Pricing Special Conditions

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | <b>Pricing Schedule:</b> In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:                                                                                                                                                                                                                                                                                |
| 1A | <b>Firm Quantities over the Contract Period:</b> The NRF states where it requires firm set quantities over the current period with the time of delivery being determined during the contract period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1B | <b>Estimated quantities over the Contract Period:</b> The NRF may require further quantities over the current period with the actual quantity and time of delivery being determined during the contract period. For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing are over the contract period for bidders to establish their pricing. The NRF states that reason for estimation either (a) future operational requirements for which quantities and timing are not yet known at the date of bid and/or (b) the estimate is dependent on future funding, the NRF states this clearly. |
| 1C | <b>Quantities ordered as and when required:</b> The NRF, as and when needed during the contract period, orders necessary quantities under the contract. The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services will only be from the contracted party.                                                                                                                                                                                                                                                              |
| 1D | <b>Placement of written purchase orders:</b> The NRF manages the execution of the contract through the issue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## SBD 3.2: PRICING DETAIL

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | of written purchase orders – stipulating quantity, description, delivery date, and the fixed unit price - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1E | <b>Contract Ceiling Price:</b> With these estimates in the bid contract, the contract ceiling price includes both the firm quantities and the potential future quantities within the contract ceiling price. As the NRF orders quantities as and when required, the NRF pays only for the verified delivered quantity per each purchase order at the prices set out in this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.                                                                                                                                                           |
| 1F | <p><b>Price Adjustments:</b> In terms of <u>General Conditions of Contract clause 17.1</u>, the following price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u>.</p> <p><b><u>Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally amongst the parties.</u></b></p> <ul style="list-style-type: none"> <li>• <i>Increased number of employees (new posts filled).</i></li> <li>• <i>Changes in regulated hours for consultants.</i></li> </ul>                                     |
| 2  | <u>Price quoted</u> is South African Rands in terms of General Conditions of contract clause 16.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3  | <p><u>Price Quotation Basis</u> Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2.</p> <p><u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.</p> <p>Delivery points are:</p> <p><i>National Research Foundation, Before CSIR Campus Gate 2, 1 Meiring Naudé Road, Brummeria, Pretoria</i></p> |
| 4  | <u>Detail Pricing Support:</u> Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD 3                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5  | <u>Application of Preference Points:</u> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

### PRICING SCHEDULE

|                    | QTY | DESCRIPTION                                                                                                                                                                                                                                                              | UNIT OF MEASURE        | UNIT PRICE | TOTAL PRICE |
|--------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|-------------|
| <b>EAP PRICING</b> |     |                                                                                                                                                                                                                                                                          |                        |            |             |
| 1                  | 1   | Employee Assistance Programme (EAP) for up to 1500 employees including; <ul style="list-style-type: none"> <li>• Psychosocial and Clinical Services</li> <li>• Educational and orientation sessions</li> <li>• Face to face counselling up to 6 sessions, per</li> </ul> | Per Employee Per Month | R          | R           |

|                                                                                   | QTY | DESCRIPTION                                                                                                                                                                                                                                                                | UNIT OF MEASURE        | UNIT PRICE | TOTAL PRICE |
|-----------------------------------------------------------------------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|-------------|
|                                                                                   |     | incident, per employee, per annum <ul style="list-style-type: none"> <li>Individual Managerial consultations and formal referral services</li> <li>NRF Branded Marketing Material, wallet cards, posters and articles</li> <li>Reporting and account management</li> </ul> |                        |            |             |
| 2                                                                                 | 1   | Reporting & Account Management                                                                                                                                                                                                                                             | Per month              | R          | R           |
|                                                                                   |     | <b>Total Cost</b>                                                                                                                                                                                                                                                          |                        | <b>R</b>   | <b>R</b>    |
| <b>Total EAP Price for Year 1</b><br>(Including applicable escalations and taxes) |     |                                                                                                                                                                                                                                                                            |                        |            | <b>R</b>    |
| <b>Total EAP Price for Year 2</b><br>(Including applicable escalations and taxes) |     |                                                                                                                                                                                                                                                                            |                        |            | <b>R</b>    |
| <b>Total EAP Price for Year 3</b><br>(Including applicable escalations and taxes) |     |                                                                                                                                                                                                                                                                            |                        |            | <b>R</b>    |
| <b>Total EAP Price for Year 4</b><br>(Including applicable escalations and taxes) |     |                                                                                                                                                                                                                                                                            |                        |            | <b>R</b>    |
| <b>Total EAP Price for Year 5</b><br>(Including applicable escalations and taxes) |     |                                                                                                                                                                                                                                                                            |                        |            | <b>R</b>    |
| <b>OTHER WELLNESS SERVICES - FEE FOR SERVICE</b>                                  |     |                                                                                                                                                                                                                                                                            |                        |            |             |
| 3                                                                                 | 1   | Executive Wellness Programme (Approximately 45 senior management level)                                                                                                                                                                                                    | Per person/per session | R          | R           |
| 4                                                                                 | 1   | Wellness Coaching (approximately 400 middle management level) @ 2 wellness coaching sessions per year                                                                                                                                                                      | Per person/per session | R          | R           |
| 5                                                                                 | 1   | Health Risk Assessment ( <b>Wellness Day</b> )<br>(1 Wellness Day per annum per branch)                                                                                                                                                                                    | Per person/per session | R          | R           |
| 6                                                                                 | 1   | Health and Wellness Training on various topics                                                                                                                                                                                                                             | Per session            | R          | R           |
| 7                                                                                 | 1   | Group Trauma Debrief/Crisis Management                                                                                                                                                                                                                                     | Per person/per session | R          | R           |
| 8                                                                                 | 1   | Incapacity and Absenteeism Consultations                                                                                                                                                                                                                                   | Per person/per session | R          | R           |
| 9                                                                                 | 1   | Onsite Counselling for 6 hours, once a month on 7 main                                                                                                                                                                                                                     | Per                    | R          | R           |

|                                                                                                                                   | QTY | DESCRIPTION                                                                    | UNIT OF MEASURE               | UNIT PRICE | TOTAL PRICE |
|-----------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------|-------------------------------|------------|-------------|
|                                                                                                                                   |     | NRF Branches (and per need basis on 6 additional remote/smaller sites)         | person/per session/per day    |            |             |
| 10                                                                                                                                | 1   | Employee Bereavement & Hospital Support Administration (capped at a cost R300) | Per Individual case, per year | R          | R           |
| 11                                                                                                                                | 1   | NRF Employee Wellness Surveys                                                  | Per year                      | R          | R           |
| <b>Total Price for Year 1</b><br>(Including applicable escalations and taxes)                                                     |     |                                                                                |                               | R          | R           |
| <b>Total Price for Year 2</b><br>(Including applicable escalations and taxes)                                                     |     |                                                                                |                               | R          | R           |
| <b>Total Price for Year 3</b><br>(Including applicable escalations and taxes)                                                     |     |                                                                                |                               | R          | R           |
| <b>Total Price for Year 4</b><br>(Including applicable escalations and taxes)                                                     |     |                                                                                |                               | R          | R           |
| <b>Total Price for Year 5</b><br>(Including applicable escalations and taxes)                                                     |     |                                                                                |                               | R          | R           |
| <b>TOTAL PRICE FOR YEAR ONE TO FIVE (1-5)</b><br>(Inclusive of all above items and inclusive of applicable escalations and taxes) |     |                                                                                |                               |            | R           |
| <b>FIVE (5) YEAR TOTAL CONTRACT VALUE OF ABOVE</b>                                                                                |     |                                                                                |                               |            | R           |
| <b>NB:</b><br>Travel costs and agreed upon disbursements will be covered in terms of the NRF Travel Policy.                       |     |                                                                                |                               |            |             |

## SPECIAL CONDITIONS OF CONTRACT

(AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION).

## SPECIAL CONDITIONS OF CONTRACT

### 1 **Implementation Planning and Project Management**

The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation.

### 2 **Performance verification**

In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

### 3 **Contracted Party Due Diligence:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

### 4 **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.

### 5 **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety

## SPECIAL CONDITIONS OF CONTRACT

file.

### 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:
  1. the contracted bidder shall investigate and report on the root causes of the performance level failure;
  2. promptly correct the failure and begin meeting the set performance levels;
  3. advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
  4. take appropriate 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 LEVELS STATEMENT

| Service/Goods being Measured | Measurement Methodology                                   | Penalty/Bonus and level applicable from                                                                                                                                   |
|------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Account Management           | Delivery of set milestones according to agreed timelines. | Failure to manage the account professionally and efficiently and after being informed of poor management.<br><br><b>Penalty:</b> 2% of the specific contract deliverable. |

| Service/Goods being Measured | Measurement Methodology                    | Penalty/Bonus and level applicable from                                                                                                                                                                     |
|------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reports                      | Delivery of reports to the project manager | Non delivery of final report within 7 days of expected project completion date.<br><br><b>Penalty:</b> 5% of the specific contract deliverable and thereafter 2% per 48 hour interval after 7 day deadline. |

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of provinces; or Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

The Bidder is employed by the State; and/or

The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

|                                                                            |  |
|----------------------------------------------------------------------------|--|
| Full Name of Bidder or his/her representative:                             |  |
| Identity Number:                                                           |  |
| Position occupied in the Company (director, trustee, shareholder, member): |  |
| Registration number of company, enterprise,                                |  |

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

|                                                                                                                                                                                                                                                   |  |  |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|----------------------------------------------------------|
| close corporation,<br>partnership agreement:                                                                                                                                                                                                      |  |  |                                                          |
| Tax Reference Number:                                                                                                                                                                                                                             |  |  |                                                          |
| VAT Registration<br>Number:                                                                                                                                                                                                                       |  |  |                                                          |
| <p>The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:</p> |  |  |                                                          |
| Schedule attached with the above details for all directors/members/shareholders                                                                                                                                                                   |  |  |                                                          |
| Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule                                                                                                 |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <div style="border: 1px solid black; padding: 2px;">             Name of person/ director/ trustee/ shareholder/member:           </div>                                                                                                          |  |  |                                                          |
| <div style="border: 1px solid black; padding: 2px;">             Name of State institution at which you or the person connected to the Bidder is employed           </div>                                                                        |  |  |                                                          |
| <div style="border: 1px solid black; padding: 2px;">             Position occupied in the State institution           </div>                                                                                                                      |  |  |                                                          |
| <div style="border: 1px solid black; padding: 2px;">             Any other particulars:           </div>                                                                                                                                          |  |  |                                                          |
| If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?                                                                                      |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <div style="border: 1px solid black; padding: 2px;">             If Yes, did you attach proof of such authority to the Bid document?           </div>                                                                                             |  |  |                                                          |
| <div style="border: 1px solid black; padding: 2px;">             If No, furnish reasons for non-submission of such proof as an attached schedule           </div>                                                                                 |  |  |                                                          |
| <div style="border: 1px solid black; padding: 2px;">             (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)           </div>                                             |  |  |                                                          |
| Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?        |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <div style="border: 1px solid black; padding: 2px;">             If so, furnish particulars as an attached schedule           </div>                                                                                                              |  |  |                                                          |
| Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?                                   |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <div style="border: 1px solid black; padding: 2px;">             If so, furnish particulars as an attached schedule.           </div>                                                                                                             |  |  |                                                          |
| Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in                                                                                                                                               |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

any other related companies whether or not they are bidding for this contract?

If so, furnish particulars as an attached schedule:

## PREFERENCE POINTS CLAIMED (SBD 6.1)

**Preference points claim form for broad-based black economic empowerment (B-BBEE) status level of contribution in terms of the preferential procurement regulations 2017**

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

### 1. GENERAL CONDITIONS

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

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

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

1.2. Points for this bid shall be awarded for:

1.2.1. Price; and

1.2.2. B-BBEE Status Level of Contributor

**The maximum points for this bid are allocated as follows:**

**POINTS**

**PRICE**

80

**B-BBEE STATUS LEVEL OF CONTRIBUTION**

20

**Total points for Price and B-BBEE must not exceed**

100

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

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

### 2. DEFINITIONS

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

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

## PREFERENCE POINTS CLAIMED (SBD 6.1)

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

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

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

**“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

**“prices”** includes all applicable taxes less all unconditional discounts;

**“proof of B-BBEE status level of contributor”** means:

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

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

**“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |

## PREFERENCE POINTS CLAIMED (SBD 6.1)

|                           |   |    |
|---------------------------|---|----|
| 2                         | 9 | 18 |
| 3                         | 6 | 14 |
| 4                         | 5 | 12 |
| 5                         | 4 | 8  |
| 6                         | 3 | 6  |
| 7                         | 2 | 4  |
| 8                         | 1 | 2  |
| Non-compliant contributor | 0 | 0  |

### 5. BID DECLARATION

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

#### B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### 6. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If yes, indicate:

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

| Designated Group: An EME or QSE which is at least 51% owned by:   | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |

## PREFERENCE POINTS CLAIMED (SBD 6.1)

|                                        |  |  |
|----------------------------------------|--|--|
| Black people who are military veterans |  |  |
| OR                                     |  |  |
| Any EME                                |  |  |
| Any QSE                                |  |  |

### 7. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: .....

VAT registration number: .....

Company registration number:.....

#### TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

#### DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....  
 .....

#### COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that

## PREFERENCE POINTS CLAIMED (SBD 6.1)

the claims are correct;

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

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

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

|                                                                                                                                                                                                                                              |                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

|                                                                                                                                                                                                                                           |                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

|                                                                                                                                                                                                                                         |                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

|                                                                                                                                                                                                          |                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

1. Prices;
2. Geographical area where product or service will be rendered (market allocation);
3. Methods, factors or formulas used to calculate prices;
4. The intention or decision to submit or not to submit, a Bid;
5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
6. Bidding with the intention not to win the Bid.

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

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

### REFERENCE LETTER FORMAT

#### Referee Letterhead

**Referee Legal Name:**

#### REFERENCE ON COMPANY:

**Bid Number:**

**NRF-CORP HRM-51-2020-21**

**Bid Description** Appointment of a professional service provider to provide Employee Wellness Services for a period of five (5) years

Describe the service/work the above bidder provide to you below

| Criteria / risks                                  | Below requirements | Meets requirements | Exceeds requirements                                     |
|---------------------------------------------------|--------------------|--------------------|----------------------------------------------------------|
| Delivery of the services on time as per agreement |                    |                    |                                                          |
| Turnaround time where issues are raised           |                    |                    |                                                          |
| Satisfaction with support rendered                |                    |                    |                                                          |
| Management of Costs within agreed budget          |                    |                    |                                                          |
| Project Management                                |                    |                    |                                                          |
| Overall Impression                                | Other comments     |                    |                                                          |
| Approximate value of contract                     | R                  |                    |                                                          |
| Would you use the provider again?                 |                    |                    |                                                          |
| Overall Impression                                | Other comments     |                    |                                                          |
| Approximate value of contract                     |                    |                    |                                                          |
| Would you use the provider again?                 |                    |                    | <input type="checkbox"/> YES <input type="checkbox"/> NO |

|                           |  |
|---------------------------|--|
| Completed by:             |  |
| Signature:                |  |
| Company Name:             |  |
| Contact Telephone Number: |  |
| Date:                     |  |

## GENERAL CONDITIONS OF CONTRACT

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

**The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions, Special Conditions specific to this bid contract not part of the General Conditions of Contract, and which General Conditions of Contract (GCC) are not applicable to this contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.**

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| GCC1 | <b>Definitions - The following terms shall be interpreted as indicated:</b>                                                                                                                                                                                                                                                                                                                       |
| 1.1  | <b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.                                                                                                                                                                                                                                                                                         |
| 1.2  | <b>"Contract"</b> 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  | <b>"Contract price"</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.                                                                                                                                                                                                                                            |
| 1.4  | <b>"Corrupt practice"</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.                                                                                                                                                                                             |
| 1.5  | <b>"Countervailing duties"</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.                                                                                                                                                                                                                                 |
| 1.6  | <b>"Country of origin"</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.. |
| 1.7  | <b>"Day"</b> means calendar day.                                                                                                                                                                                                                                                                                                                                                                  |

## GENERAL CONDITIONS OF CONTRACT

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| 1.8  | <b>"Delivery"</b> means delivery in compliance of the conditions of the contract or order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.9  | <b>"Delivery ex stock"</b> means immediate delivery directly from stock actually on hand..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.10 | <b>"Delivery into consignees store or to his site"</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.                                                                                                                                                                                                                                                               |
| 1.11 | <b>"Dumping"</b> occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.                                                                                                                                                                                                                                                                                                                                                                 |
| 1.12 | <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.                                                                                                                                                                                                                                           |
| 1.13 | <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.                                                                                                                                                                                       |
| 1.14 | <b>"GCC"</b> mean the General Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.15 | <b>"Goods"</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.16 | <b>"Imported content"</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.17 | <b>"Local content"</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.18 | <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.19 | <b>"Order"</b> means an official written order issued for the supply of goods or works or the rendering of a service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.20 | <b>"Project site"</b> , where applicable, means the place indicated in bidding documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.21 | <b>"Purchaser"</b> means the organization purchasing the goods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.22 | <b>"Republic"</b> means the Republic of South Africa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.23 | <b>"SCC"</b> means the Special Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.24 | <b>"Services"</b> means those functional services ancillary to the supply of the goods, such as transportation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## GENERAL CONDITIONS OF CONTRACT

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|      | and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.                                                                                                                                                                                                                                                                          |
| 1.25 | <b>"Written"</b> or <b>"in writing"</b> means handwritten in ink or any form of electronic or mechanical writing.                                                                                                                                                                                                                                                                                                                                                                                               |
| GCC2 | <b>Application</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2.1  | These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.                                                                                                                                                                                                                       |
| 2.2  | Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.3  | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.                                                                                                                                                                                                                                                                                                                                                                                    |
| GCC3 | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.1  | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                                                                                                                                                 |
| 3.2  | With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>                                                                                                                                                       |
| GCC4 | <b>Standards</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4.1  | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                                                                                                                                        |
| SCC4 | No additional standards required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| GCC5 | <b>Use of contract documents and information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5.1  | The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. |
| 5.2  | The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.                                                                                                                                                                                                                                                                                                                      |
| 5.3  | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.                                                                                                                                                                                                                                         |
| 5.4  | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the                                                                                                                                                                                                                                                                                                    |

## GENERAL CONDITIONS OF CONTRACT

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|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| SCC5A | <p><b>Copyright and Intellectual Property</b></p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to the National Research Foundation at the commencement of this contract.</p> <p>The contracted supplier grants the National Research Foundation a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that the National Research Foundation requires for the exploitation of the contract intellectual property and to enable the National Research Foundation to obtain the full benefit of the contract intellectual property, for this contract.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the National Research Foundation and to give effect to the foregoing:</p> <ol style="list-style-type: none"> <li>1. The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the National Research Foundation and the National Research Foundation hereby accepts such assignment, and</li> <li>2. The contracted supplier undertakes to assign in writing to the National Research Foundation all contract intellectual property and which may invest in the contracted supplier.</li> </ol> <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the National Research Foundation, or as the National Research Foundation may direct, and to support the National Research Foundation, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall survive termination of this contract indefinitely.</p> |
| SCC5B | <p><b>Confidentiality</b></p> <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 National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:</p> <ol style="list-style-type: none"> <li>3. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## GENERAL CONDITIONS OF CONTRACT

4. 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
5. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

1. Disclose the confidential information to any third party, or
2. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

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

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

1. All written disclosures received from the NRF;
2. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
3. All material embodiments of the contract intellectual property.

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

## GENERAL CONDITIONS OF CONTRACT

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|       | <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 | <p><b>Protection of Private Information</b></p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.</p>                                                                                                                                                                                                                                              |
| GCC6  | <b>Patent rights</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.1   | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| GCC7  | <b>Performance security</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7.1   | Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7.2   | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7.3   | <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 style="padding-left: 40px;">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 style="padding-left: 40px;">7.3.2 a cashier's or certified 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.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| SCC7A | No performance security is required unless an upfront deposit is paid by NRF over an amount of R1m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| GCC8  | <b>Inspections, tests and analyses</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8.1   | All pre-bidding testing will be for the account of the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8.2   | If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or                                                                                                                                                                                                                                                                                                                                                                                                                |

| <b>GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|                                       | an organization acting on behalf of the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.3                                   | If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8.4                                   | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.5                                   | Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.6                                   | Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8.7                                   | Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. |
| 8.8                                   | The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| SCC8                                  | No additional requirements for this bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| GCC9                                  | <b>Packing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.1                                   | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.                                                                                                                                                                           |
| 9.2                                   | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| SCC9                                  | No additional requirements for this bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| GCC10                                 | <b>Delivery and Documentation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10.1                                  | The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| <b>GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                                       | supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10.2                                  | Documents submitted by the supplier specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| SCC10                                 | No additional requirements for this bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| GCC11                                 | <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11.1                                  | The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| SCC11A                                | <p>The contractor carries insurance of R 3 million for both:</p> <ul style="list-style-type: none"> <li>• public liability (including product liability) plus</li> <li>• professional indemnity</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| SCC11B                                | NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| GCC12                                 | <b>Transportation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12.1                                  | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| SCC12                                 | No additional requirements for this bid unless separately specified in scope of work/pricing schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| GCC13                                 | <b>Incidental services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13.1                                  | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.3 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</p> <p>13.1.4 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.</p> |
| 13.2                                  | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| SCC13A                                | No additional requirements to the above for this bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| SCC13B                                | In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| SCC13C                                | The NRF does not include the cost of incidental goods or services in the ceiling contract price which are contingent on future events that are not determinable at the date of the issue of this bid contract. The                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## GENERAL CONDITIONS OF CONTRACT

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|                | NRF reserves the right to include a contingency amount in the ceiling contract price to address the potential use of Clause 13 as set out in Clause 13.2 read with SCC13B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>GCC14</b>   | <b>Spare parts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 14.1           | <p>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:</p> <p>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</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p style="padding-left: 40px;">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</p> <p style="padding-left: 40px;">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.</p> |
| SCC14.1A       | <ul style="list-style-type: none"> <li>• <i>Not applicable</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| SCC14.1B       | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| SCC14.1C       | The supplier holds or has available adequate supplies of spare parts to enable delivery upon receipt of the spares purchase order issued under this GCC and its SCC within the time frame stipulated in the Management of Performance Levels section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| SCC14.1D       | <p>Prices for spare parts charged by supplier not included in this contract's initial price schedule (SBD 3.1) shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares.</p> <p>The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| SCC14.1.2<br>A | Alternatively to GCC14.1.2.1 is for the supplier to have available a ten year supply of spare parts, held either in escrow or by the supplier. If the equipment is still used by NRF after this period, then GCC14.1.2.1 is reinstated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>GCC15</b>   | <b>Warranty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 15.1           | The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.                                                                                                                                                                                                                                        |
| 15.2           | This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| <b>GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                          |
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|                                       | for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.                                                                                                                                                      |
| 15.3                                  | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.                                                                                                                                                                                                                                   |
| 15.4                                  | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.                                                                                                                               |
| 15.5                                  | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract. |
| SCC15A                                | Not applicable                                                                                                                                                                                                                                                                                                                           |
| SCC15B                                | No additional requirements for this bid, unless the scope contains an extended period defined as a time extension from thirty-six months warranty to a longer warranty period..                                                                                                                                                          |
| GCC16                                 | <b>Payment</b>                                                                                                                                                                                                                                                                                                                           |
| 16.1                                  | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.                                                                                                                                                                                                                           |
| 16.2                                  | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.                                                                                                                                                                 |
| 16.3                                  | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.                                                                                                                                                                                    |
| 16.4                                  | Payment will be made in Rand unless otherwise stipulated in SCC.                                                                                                                                                                                                                                                                         |
| SCC16.1A                              | Payment terms are as follows:                                                                                                                                                                                                                                                                                                            |
| SCC16.2A                              | Clause 16.2 is met only where the invoice is accompanied by NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.                                                        |
| SCC16.3A                              | The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16A, as recorded in the NRF systems.                                                                                                                                                                      |
| GCC17                                 | <b>Prices</b>                                                                                                                                                                                                                                                                                                                            |
| 17.1                                  | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.                               |
| SCC17                                 | Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, and spare parts.                                                                                                                                                                                                                         |
| GCC18                                 | <b>Contract amendment</b>                                                                                                                                                                                                                                                                                                                |
| 18.1                                  | No variation in or modification of the terms of the contract shall be made except by written amendment                                                                                                                                                                                                                                   |

| <b>GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|                                       | signed by the parties concerned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>GCC19</b>                          | <b>Assignment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 19.1                                  | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>GCC20</b>                          | <b>Subcontract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 20.1                                  | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract                                                                                                                                                                                                                                                                                                                                                             |
| SCC20                                 | Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC21</b>                          | <b>Delays in supplier's performance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 21.1                                  | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 21.2                                  | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| 21.3                                  | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 21.4                                  | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.                                                                                                                                                                                                                                                                                                                               |
| 21.5                                  | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.                                                                                                                                                                                                                                                                                                                 |
| 21.6                                  | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.                                                                         |
| <b>GCC22</b>                          | <b>Penalties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 22.1                                  | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other                                                                                                                                                                                                                                                                                                                                                                                                                       |

## GENERAL CONDITIONS OF CONTRACT

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|          | remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.                                                                                                                                                                                                                                                                                           |
| GCC23    | <b>Termination for default</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 23.1     | <p>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> <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.                                                                                                                                                                                                                            |
| SCC23.2A | In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.                                                                                                                                                                                                                                                       |
| 23.3     | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 23.4     | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.                                                                                                                                                                                                                   |
| 23.5     | Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.                                                                                                                                                |
| 23.6     | <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>                                                                                                                                                                                                                                                                                                                                 |

## GENERAL CONDITIONS OF CONTRACT

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|       | <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  | <p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>                                                                                                                                                                                                                                                 |
| GCC24 | <b>Anti-dumping and countervailing duties and rights</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 24.1  | <p>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</p> |
| GCC25 | <b>Force Majeure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 25.1  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 25.2  | <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| GCC26 | <b>Termination for insolvency</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 26.1  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| GCC27 | <b>Settlement of disputes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 27.1  | <p>If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## GENERAL CONDITIONS OF CONTRACT

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|       | 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,<br><div style="margin-left: 40px;">27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</div> <div style="margin-left: 40px;">27.5.2 The purchaser shall pay the supplier any monies due the supplier.</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| GCC28 | <b>Limitation of liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 28.1  | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;<br><div style="margin-left: 40px;">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</div> <div style="margin-left: 40px;">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.</div> |
| GCC29 | <b>Governing language</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 29.1  | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| GCC30 | <b>Applicable law</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 30.1  | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| GCC31 | <b>Notices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 31.1  | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 31.2  | The time mentioned in the contract documents for performing any act after such aforesaid notice has                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| <b>GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|                                       | been given, shall be reckoned from the date of posting of such notice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SCC31                                 | Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| GCC32                                 | <b>Taxes and duties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 32.1                                  | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.                                                                                                                                                                                                                                                                                                                                                                                           |
| 32.2                                  | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.                                                                                                                                                                                                                                                                                                                                                                                          |
| 32.3                                  | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services                                                                                                                                                                                                                                                      |
| SCC32A                                | The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.                                                                                                                                                                                                                                                                                                                                                           |
| GCC33                                 | <b>National Industrial Participation Programme</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 33.1                                  | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.                                                                                                                                                                                                                                                                                                                                                                                                  |
| GCC34                                 | <b>Prohibition of restrictive practices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 34.1                                  | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).                                                                                                                                                                               |
| 34.2                                  | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.                                                                                                                                                                                    |
| 34.3                                  | If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |

| <b>BID SUBMISSION CERTIFICATE FORM - (SBD 1)</b>                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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                                                                                                                                           |

## BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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)                                                                                                                                                                                        | Specification(s) set out in this Bid Invitation inclusive of any annexures thereto                       |
| Bidder's responses to this invitation as attached to this document                                                                                                                                               | Pricing Schedule(s) (SBD3) including detailed schedules attached                                         |
| Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard                                                                                                               | CSD / Tax clearance letter where applicable                                                              |
| Declaration of Interest (SBD4)                                                                                                                                                                                   | Independent Price Determination (SBD 9)                                                                  |
| Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate. |                                                                                                          |
| Declaration of Bidder's past SCM practice (SBD 8)                                                                                                                                                                | General Conditions of Contract and special/additional conditions of contract as set out in this document |

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, SBD 4, SBD 6.1, SBD 6.2 (if applicable), SBD 8, SBD 9) 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.

|                     |  |
|---------------------|--|
| <b>NAME (PRINT)</b> |  |
| CAPACITY            |  |
| SIGNATURE           |  |
| <b>WITNESS 1</b>    |  |
| NAME                |  |
| SIGNATURE           |  |
| <b>WITNESS 2</b>    |  |

| BID SUBMISSION CERTIFICATE FORM - (SBD 1) |  |
|-------------------------------------------|--|
| NAME                                      |  |
| SIGNATURE                                 |  |
| DATE                                      |  |