



**National
Research
Foundation**

INVITATION TO BID (SBD 1) on procurement requirements

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER	NRF/SAASTA/01/2017-2018
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CLOSING DATE AND TIME	23 June 2017
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BID DESCRIPTION

Appointment of a service provider(s) to conduct Print, Broadcast, Online and Social media monitoring to DST and its entities, NRF and its business units for a period of 36 months.

Bidders must sign the signature page of the form SBD1 validating all documents included in the response to this invitation.

The successful bidder and the NRF will sign the written Contract Form (SBD 7) once the delegated authority has approved the award of such contract.

Preferential Procurement System Applicable:	80:20
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Validity Period From Date Of Closure:	150 days
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Compulsory Briefing Session	Date and Time	09 June 2017 at 11:00 AM
	Venus	PRETORIA
	Address	Didacta Building, 211 Nana Sita Street, Pretoria, 0001
	Contact Person	Chipa Maimela

BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX AT:	
PHYSICAL ADDRESS Didacta Building 211 Nana Sita Street (formerly Skinner) Pretoria 0002	ADDRESSED AS FOLLOWS: Bid box at Didacta Building 211 Nana Sita Street (formerly Skinner) Pretoria 0002
<p>BIDDERS ARE REQUIRED TO DELIVER THEIR BID TO THE CORRECT ADDRESS TIMEOUSLY IN ORDER FOR THE NRF TO CONSIDER IT. THE NRF WILL NOT CONSIDER ANY BIDS RECEIVED LATER THAN THE CLOSING DATE AND TIME NOR RETURN THESE TO THE BIDDER.</p>	
<p>Bidders must submit their bid response on the official bid invitation forms (not to be re-typed) with additional information provided on attached supporting schedules. The NRF provides the checklist “Returnable Documents” of all required documentation with certain documentation mandatory for entering the evaluation phase.</p> <p>Non-submission of these marked documents will lead to disqualification of the bidder.</p>	
<p>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS – 2017 AS AMENDED.</p>	
<p>THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT STIPULATED IN THIS DOCUMENT. THE BIDDER READ AND ACCEPTED THESE CONDITIONS OF CONTRACT HAS EVIDENCED BY THE BIDDER’S SIGNATURE ON EACH PAGE.</p>	
REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):	
<p>The bidder is on the National Treasury’s Central Supplier Database in order to do business with the NRF and for the NRF to award a bid and sign the subsequent contract. Registration on the CSD (www.csd.gov.za) is compulsory and bids from unregistered bidders are not considered.</p> <p>National Treasury Contact Details: 012 406 9222 or email csd.support@treasury.gov.za</p>	

SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL documents for contract signing	2
<p>Bidders must submit the bid in hard copy format (paper document) to the NRF. The hard copy of these original sets of bid documents including the bidder's response to the specification, the bidder's pricing, and the SBD 7, (contract signature page signed by both parties), serve as the legal bid contract document and the master record between the bidder and the NRF. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p> <p>Any discrepancy between the evaluation copies and the master record, the master record will prevail. Any discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.</p>	
Number of EVALUATION copies:	7
<p>Bidders mark documents as either "Original" or "Copy for evaluation" and number all pages sequentially. Bidders group documents into "PROPOSAL" and "PRICING" Sections.</p>	
Two envelope system required	YES
<p>The objective for the use of the two-envelope system is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.</p> <p>The first envelope holds all documents excluding the SBD3 (price summary schedule) and detailed supporting pricing documentation. The second envelope holds the SBD3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.</p> <p>The NRF only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.</p>	
<h3>ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING</h3>	
TECHNICAL ENQUIRIES	SUPPLY CHAIN MANAGEMENT ENQUIRIES
<p>Chipa Thomas Maimela</p> <p>Tel :012 392 9300/9355</p> <p>Email : chipa@saasta.ac.za</p>	<p>Tshepo Matheane</p> <p>Tel: 012 392 9300/9358</p> <p>Email: Tshepo@saasta.ac.za</p>

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INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act.

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

The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. Unless specifically noted, all contracts flowing from bidding apply to all of its business units.

INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID

The business unit NRF/SAASSTA is a multi-disciplinary research facility for NRF with its primary function is to advance public awareness, appreciation and engagement of science, engineering and technology (SET) in southern Africa.

The facility is located at Pretoria (GPS Coordinates: 25° 45’03,30”S & 28° 11’21,42”E)

CONTEXT OF THIS PROCUREMENT

This bid is for the appointment of service provider(s) to implement the media monitoring for the period of three years for DST and its entities and NRF and its business units, DST entities are NRF, ASSAF, CSIR, HSRC, NACi, SASNASP, SANSA, TIA and SAR. The NRF business Units are (HARTRAO, SKA) (SARAO), ITHEMBA LABS, SAASTA, SAAO, SAEON and SAIAB.

Background to Media Monitoring

NRF/SAASTA is responsible for the management of the online Media Monitoring System and provision of reports on media monitoring of all the mentioned DST entities and NRF Business units with the assistance of the media monitoring Online System that is responsible for tracking Print Media, Broadcast TV, Broadcast Radio, Online Media, Community Media and Social Media. Reports are generated monthly.

Key objectives

The objective is to appoint a service provider that has the specialized expertise or who can create a consortium or sub contract services, in media monitoring within the identified media fields.

Important note: Service providers may bid to provide the services as a single company, a consortium or as a service provider with subcontractors. In accordance to the Terms and Conditions provided.

The services expected:

- i. Monitoring for print media
- ii. Monitoring for broadcast media
- iii. Monitoring for online media
- iv. Monitoring for Community media
- v. Monitoring for Social media

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

RETURNABLE DOCUMENTS	Envelope 1			
(G = Go/No GO; O = Optional)				Bid Section Reference
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 5 if applicable, 6.1, 6.2 if applicable, 8 and 9	G	YES	NO	
Data Sheet(s) of the equipment or services or both offered in response to the specification in this invitation	G	YES	NO	
Evidence of capacity to execute the contract including necessary human capacity and appropriate monitoring platform	G	YES	NO	
Evidence of capability to execute the contract	G	YES	NO	
Evidence of what the bidder offers i.e. profile	G	YES	NO	
Response to the base line risk assessment	G	YES	NO	

Proposed project plan demonstrating the planned execution of the contract	G	YES	NO	
Proof of Registration on the Government's Central Supplier Database	G	YES	NO	
B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit or the certificate issued by the Companies and Intellectual Property Commission (CIPC) is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website https://www.thedti.gov.za/gazette/Affidavit_EME.pdf	O	YES	NO	
Tax Confirmation Letter from South Africa Revenue Services for Foreign Companies	G	YES	NO	
Three (3) written references with contact details per relationship type where applicable, for those customers for whom the bidder has completed work within the last sixty months	G	YES	NO	
Reference 1 From:				
Reference 2 From:				
Reference 3 From:				
RETURNABLE DOCUMENTS	Envelope 2			
Summary pricing in the SBD 3 format (Develop your own template)	G	YES	NO	
Detail price sheets and supporting documents	G	YES	NO	
THE BIDDING PROCESS				
The NRF selects its appointed bidder through the following three-stage process				
<u>Stage 1 – Compliance to submission requirements</u>				
Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. The NRF provides the Returnable Document				

Checklist listing these including which documents are mandatory (GO/NO GO) to the bidders.

The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The NRF disqualifies bidders not compliant with this list for Stage 2.

Stage 2 – Evaluation of Bids against Specifications and Quality.

1. The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation. The evaluation consists of the mandatory minimum specifications in a "Meet/Not meet" or "Go/No Go" format with further specifications requiring qualitative responses.
2. Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide proof of functionality to the evaluation committee. In these cases, the NRF may provide the areas of concern to the short listed bidders to address in their presentations.
3. Bidders making the minimum evaluation score will pass to stage 3.

Stage 3 – Price/Preference Evaluation

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements. The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.

The NRF ranks the qualifying bids on price and preference points claimed in the following manner:

Price - with the lowest priced Bid meeting the minimum specification (**70**) as stipulated in the threshold to qualify for this stage receiving the highest price score as set out in the Preferential Procurement Policy 2011 Regulations;

Preference - preference points as claimed in the preference claim form (SBD6.1) supported by a valid BBBEE certification are added to the price ranking scores.

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

Where the fair market-related price tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range. Where the winning bidder did not want to participate in the price negotiation or not prepared to provide a fair market-related price, the award will be cancelled and price negotiations will commence with the second bidder in the price/preference ranking.

Bid Procedure Conditions:

Counter Conditions

The NRF draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

Response Preparation Costs

The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

Cancellation Prior To Awarding

The NRF reserve the right to withdraw and cancel the Bid Invitation at any time prior to making an award and, in terms of the Preferential Procurement Policy Framework Act 2017 Regulations, where the award price is outside of the objective determined fair market-related price range, will cancel the award.

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.

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. Should any of the fronting indicators as contained in the "Guidelines on complex Structures and Transactions and Fronting", issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

The NRF has produced this document in good faith. However, the NRF, its agents and its employees and associates, do not warrant its accuracy or completeness.

To the extent that the NRF is permitted by law, the NRF will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document.

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.

**THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE
EVALUATION STAGE 3**

Bidders are not eligible for the next stage of evaluation, which is Price and Preference scoring, where they score less than the minimum threshold of:

1. **70%** on total score and/or scores “Meet Specifications”
2. Meeting all administrative requirements as “GO/NO GO”

EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

Selection Element		Weight						BEC Confirmed
Sub value scale			0	1	2	3	4	
1	The number of Media types Covered	35%	Unable to match one or more of the following media types Print, Broadcast TV, Broadcast Radio and Online media.	-	-	Able to track Print, Broadcast TV Broadcast Radio and Online	Able to track all stated media types	
	<ul style="list-style-type: none"> • Able to track Broadcast Television (minimum criteria 100% coverage of the GCIS list.) • Able to track Broadcast Radio (minimum criteria 100% coverage of the GCIS list.) • Able to track Print Media (minimum criteria 100% coverage of the GCIS list.) • Able to track Online Media (coverage as per scope of work) • Able to track Community Media minimum criteria 80% coverage of the GCIS list.) • Able to track Social Media (as per the corporate agent list as covered in the scope of work) 							
2	Methodology and format of reporting on Print, Broadcast, Online Community and Social media. (To be determine from the submitted sample report.)	30%	None or less than 2 Excluding statistical analysis and the narrative	-	-	-	Both reporting format as specified including statistical analysis and the narrative	
	<ul style="list-style-type: none"> • Statistical data analysis included and graphically represented as per the detail supplied in the expected deliverables sections in the scope of work. • Narrative to explain the graphical representation 							
3	Online Platform Support.	15%	None or less	-	-	-	Both requiremen	

EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

Selection Element		Weight						BEC Confirmed
Sub value scale			0	1	2	3	4	
	<ul style="list-style-type: none"> An interactive online platform is provided with access to a minimum of 20 users. Updates via email provided twice daily to specified users. Coverage of all corporate agents and keywords (as per the expected outcomes and deliverables in the scope work) 		than 3				ts as specified. (i.e. email updates and online platform)	
4	<p>Navigation and functionality of Online platform. (As evaluated through links provided to the existing system and temporary access for testing)</p> <ul style="list-style-type: none"> Data is easily accessible Data can be searched across different allocated platforms Data can be exported in different formats including Microsoft excel, pdf, word or soft copies. All data items/media clips are accompanied by information/metadata as specified per media type in the scope of work. 	20%	None or less than 3	-	-	-	All requirements as specified	
TOTAL		100%	MEET SPECIFICATION		Yes			
					No			

THE BIDDERS PARTICULARS

	Name Of Bidder (As STATED on the Central Supplier Database registration report)
	Represented By
	Postal Address
	Telephone Number
	Cell Phone Number
	Facsimile Number
	E-Mail Address
	VAT Registration Number:
	COMPANY REGISTRATION NUMBER

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:	
TYPE OF COMPANY/FIRM [Tick applicable box]	
Partnership/Joint Venture/Consortium	
Close Corporation	
(Pty) Limited	
One person business/sole proprietor	
Company	
Other	
COMPANY CLASSIFICATION [Tick applicable box and provide short description]	
Manufacturer:	
Supplier:	
Professional Service Provider:	
Research and Innovation:	
Construction:	
Logistics:	
Other:	
TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS	
TAX CLEARANCE CERTIFICATE	
Has an original and valid tax affairs in order letter or Central supplier database certificate with green tax status been submitted	Yes/No/NA

SUPPLIER NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE:			
Supplier Number		Unique Registration Reference Number (36 digit)	
PREFERENCE CLAIM			
Preference claim form been submitted for your preference points? (SBD 6.1)			Yes/No/NA
A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?			Yes/No/NA
Who was the B-BBEE certificate issued by [Tick applicable box]			
A verification agency accredited by the South African Accreditation System (SANAS);			Yes/No/NA
Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths			Yes/No/NA
A Registered Auditor registered by IRBA			Yes/No/NA
Are you the accredited representative in South Africa for the goods/services/works offered?			
YES or NO If yes enclose proof in the annexure and summarized detail below			

CONTRACT PERIOD

The contract is for a period of 3 years or until completion of the obligations of this contract, including the initial once-off supply and the resupply of that if specified, spares, servicing, upgrades of software and firmware, and incidental services as and when required. The contract period commences from the date that both parties sign the contract (SBD7 contract signature page)

SCOPE OF WORK

The objective is to appoint a service provider that has the specialized expertise or who can create a consortium or sub contract services, in media monitoring within the identified media fields.

Important note: Service providers may bid to provide the services as a single company, a consortium or as a service provider with subcontractors. In accordance to the Terms and Conditions provided.

The services expected:

1. Monitoring for Print media
 - Consumer
 - Daily
 - Trade
2. Monitoring for Broadcast media
 - Radio
 - Television
3. Monitoring for Online media
 - Article Website
 - Blog Website
4. Monitoring for Social media
 - Facebook
 - Twitter
 - Instagram
 - You-tube
 - Google+
5. Monitoring for Community media
 - Print
 - Broadcast TV
 - Broadcast Radio
 - Articles

1. Monitoring of Print Media

The contracted service provider is expected to:

- i. Provide media monitoring services (tracking, collection and archiving of media data) for print media published and distributed within South Africa and internationally.
- ii. Print media refers to traditional print media, which includes paper-based newspapers, magazines, journals or periodicals, and any other paper-based media that might be relevant.
- iii. Conduct media monitoring on the all specified corporate agents.
- iv. Refer to list of corporate agents and keywords provided.
- v. Provide for 20% variation in keywords provided above.
- vi. Eliminate false positive hits.
- vii. Provide for the NRF to review all keywords provided on a six-monthly basis, in line with original unit costs proposed.

1.1. Expected deliverables in terms of Print Media

- i. Monitoring of print media, which includes media data tracking, collection and archiving, for the periods specified under each respective agent.
- ii. All media data, including advertorials and public opinion pieces, but excluding advertisements, should be monitored.
- iii. Data should be provided in a format that is easily accessible and that will resemble the original appearance of the data as it was published.
- iv. Data for each agent is to be categorised by agent and stored separately in chronological order by agent to ensure ease of access and identification.
- v. Three sets of data discs and an electronic copy for each agent are supplied on a monthly basis.

Each clip should be accompanied by at least the following information:

- a. Name of publication
- b. Date / issue of publication
- c. Advertising Value Equivalent (AVE) (values indicated in South African Rand)
- d. Circulation / readership
- e. Page number
- f. Name of journalist / author
- g. Living Standard Measure (LSM)
- h. Demographic information
- i. Distribution (national / regional / community / other)

A complete list of publications tracked should be provided. It should be clear how many publications are national, regional, community and other, as well as the number of publications for national, for each province and for other.

2. Monitoring of Broadcast Media

The contracted service provider(s) are expected to:

- i. Provide media monitoring services (tracking, collection and archiving of media data) for broadcast media aired within South Africa.
- ii. Monitor broadcast media including television, radio and digital broadcasting.
- iii. The contracted service provider(s) expected to: Refer to list of agents and keywords provided.
- iv. Provide for 20% variation in keywords provided above.
- v. Provide the NRF with transcripts of broadcasts for detailed content analysis.

2.1. Expected deliverables in terms of Broadcast Media

Monitoring of broadcast media, which includes media data tracking, collection and archiving for the periods specified under each respective agent.

- i. All broadcast media content, including advertorials and public commentary, but excluding advertisements, should be monitored.
- ii. All media data should be archived and be made available to the NRF and SAASTA via transcripts, web-based portal(s) and electronic soft copies on DVD / Blu-ray discs.
- iii. Data should be provided in a format that is easily accessible and that will resemble the original appearance of the data as it was published.
- iv. The NRF|SAASTA needs to be provided with transcripts of broadcast media.
- v. Data for each agent is categorised by agent and stored separately in chronological order by agent to ensure ease of access and identification.
- vi. Three sets of data discs for each agent are supplied on a monthly basis.

The following information should be provided for each broadcast clip tracked:

- a. Station / Channel
- b. Date of broadcast
- c. Duration of broadcast
- d. RAMS / TAMS (values indicated in South African Rand)
- e. Broadcast footprint
- f. Time of broadcast
- g. Viewership / Listenership
- h. Demographic information
- i. Name of programme
- j. Name(s) of journalist / presenter / interviewer / interviewee (if applicable)
- k. Nature of programme (i.e. news programme / talk show / investigative programme / magazine programme / speciality programme / documentary / educational programme / children's programme / leisure programme / advertisement / other)
- l. Programme type (i.e. live broadcast / scheduled broadcast / repeat broadcast)
- m. Language
- n. Audio / visual media data should be provided and archived in an accessible format that will resemble the original format.

A synopsis should be provided for each broadcast clip tracked, containing the following information:

- a. Topic / theme
- b. Main points or issues
- c. Level and nature of audience participation (if any)

A complete list of broadcast platforms for each radio, television and digital tracked should be provided. It should be clear how many platforms under each broadcast category are national, regional, community and other, as well as the number of broadcast platforms tracked under each broadcast category for national, for each province and for other.

The number of broadcast stations / channels monitored, and particularly South African stations / channels, will be a strong consideration during evaluation of proposals.

3. Monitoring of Online

The contracted service provider(s) are expected to:

Provide media monitoring services (tracking, collection and archiving of media data) for new media new media include online media, social media and mobile telephony.

4. Social media monitoring

The following agents and all their owned media as listed needs to be tracked:

CORPORATE AGENT	
1.	National Research Foundation / NRF / RISA https://twitter.com/NRF_News https://www.facebook.com/www.NRFlectureseries.ac.za/ https://plus.google.com/104001166710511726391/ http://www.linkedin.com/company/national-research-foundation https://www.youtube.com/channel/UCsof_PNs5UoAiEK7CbUNlaQ https://www.facebook.com/mzansiforscience https://twitter.com/Mzansi4Science
	South African Astronomical Observatory / SAAO https://www.facebook.com/SAAOnews https://twitter.com/saao/

	https://www.youtube.com/user/saltsaao/ https://www.facebook.com/SAAOnews https://twitter.com/saao/ https://www.youtube.com/user/saltsaao/ https://www.facebook.com/SATelescope/?fref=ts https://twitter.com/SALT_Karoo https://twitter.com/search?f=tweets&q=SALTAstro&src=typd
	<p>South African Institute for Aquatic Biodiversity / SAIAB</p> https://twitter.com/ACEP_ZA; https://www.facebook.com/Phuhlisa https://www.facebook.com/pages/ATAP-Tracking-fish-movements/634748203321082 http://saiablibrary.blogspot.com/
	<p>Hartebeesthoek Radio Astronomy Observatory / HartRAO (SARAO) to be included pending restructuring.</p>
	<p>iThemba LABS</p> https://www.linkedin.com/company/ithemba-labs https://twitter.com/iThembaLabs https://www.facebook.com/iThembaLABSCape
	<p>South African Agency for Science and Technology Advancement / SAASTA</p> https://twitter.com/NRF_News https://www.facebook.com/www.NRFlectureseries.ac.za/ https://plus.google.com/104001166710511726391/ http://www.linkedin.com/company/national-research-foundation https://www.youtube.com/channel/UCsof_PNs5UoAiEK7CbUNiaQ https://www.facebook.com/mzansiforscience

	https://twitter.com/Mzansi4Science
	<p>South African Environmental Observation Network / SAEON</p> <p>www.linkedin.com/company/saeon</p> <p>https://twitter.com/saeonews</p>
	<p>Square Kilometre Array / SKA</p> <p>https://www.facebook.com/pages/Hartebeesthoek-Radio-Astronomy-Observatory/400530416715168?fref=ts</p> <p>https://twitter.com/Radio_Astronomy</p>
	<p>DST (12-16)</p> <p>https://www.facebook.com/dstgovza</p>
	<p>HSRC</p> <p>https://www.facebook.com/HumanSciencesResearchCouncil</p> <p>https://twitter.com/HSRCza</p>
	<p>TIA</p> <p>https://www.facebook.com/TIAORGZA/</p> <p>https://twitter.com/tiaorgza</p>
	<p>SANSA</p> <p>https://www.facebook.com/South-African-National-Space-Agency-SANSA-189831901038353/</p> <p>https://twitter.com/SANSA7</p> <p>https://www.linkedin.com/in/south-african-national-space-agency-6a8b19a9/</p> <p>https://www.youtube.com/user/SASpaceAgency</p>
	<p>ASSAF</p> <p>https://twitter.com/ASSAf_Official</p> <p>https://www.facebook.com/academyofsa/?ref=aymt_homepage_panel</p>

	<p>NaCi</p> <p>http://www.naci.org.za/</p> <p>https://twitter.com/naci_council</p>
	<p>SACNASP</p> <p>https://www.facebook.com/SACNASP</p> <p>https://twitter.com/SACNASP</p>
	<p>CSIR</p> <p>https://www.facebook.com/CSIRSouthAfrica</p> <p>https://www.youtube.com/user/CSIRNewMedia</p> <p>https://twitter.com/CSIR</p> <p>https://www.linkedin.com/company-beta/7176?pathWildcard=7176</p> <p>https://www.instagram.com/csirsouthafrica/</p>

4.1. Expected deliverables in terms of Online and Social media

- i. Monitoring of new media platforms, which will include data tracking, collection and archiving.
- ii. All new media data, including advertorial and public opinion pieces, but excluding advertisements, will be monitored.
- iii. All new media data should be archived and be made available to the NRF and SAASTA via web based portal(s) and electronic soft copies on DVD/Blu-ray discs.
- iv. Data should be provided in a format that is easily accessible and that will resemble the original appearance of the data as it was published.
- v. Data for each agent is categorised by agent and stored separately in chronological order by agent to ensure ease of access and identification.
- vi. Three sets of data discs for each agent are supplied on a monthly basis.
- vii. The following information should be provided for each broadcast clip tracked:
 - a. Platform / Website
 - b. Original source
 - c. Date of communication / first published
 - d. Number of hits / downloads
 - e. Journalist / reporter / personality / organisation / individual / entity

- f. Web link (where applicable)
- g. Sentiment
- h. Mentions and posts
- i. Followers
- j. Unique reach

- viii. Web links or URL's to content alone will not be sufficient. Media data will have to be stored in a format that will be easily accessible offline and that will resemble representation in the original form.
- ix. The service provider will be expected to ensure that all audio / visual media clips are saved before access expires.
- x. All text based and audio / visual new media data should be provided and archived in an accessible format that will resemble the original format.
- xi. The number of new media platforms monitored, and particularly South African platforms, will be a strong consideration during evaluation of proposals.
- xii. All data obtained through this process will be the property of the NRF.

1. EXPECTED OUTCOMES AND DELIVERABLES

1.1. The appointed service provider will be expected to:

- 1.1.1. To conduct media monitoring services for the NRF, its business Units and National Facilities and the DST and its entities
- 1.1.2. To conduct media monitoring services on scientific topics / subjects.
- 1.1.3. To report on the monitoring activities as expected.
- 1.1.4. To provide an interactive real-time (maximum 6 hours' intervals) platform for the use of the NRF, and its Business Units and National Facilities.
- 1.1.5. To provide DVD/flash drive backups off all monitored media to the NRF and the project leader
- 1.1.6. Technical induction to be provided to all 20 users identified by SAASTA. Initial induction for all users, as well as induction for new users in future and induction required due to changes in systems are to be provided.

1.2. Corporate Agents and Keywords for Media Monitoring

The list of agents and keywords below will be applicable to sections that refer to media monitoring. All monitored media content on South African research and the DST should be provided to SAASTA in a format that can be used for in depth analysis.

NRF

National Research Foundation (NRF)

	<p><u>Keywords to be taken into account and often mentioned in conjunction with NRF:</u> National System of Innovation (NSI), Research and Innovation Support and Advancement (RISA); Applied Research, Innovation and Collaboration (ARIC); Grants Management and Systems Administration (GMSA); Human & Infrastructure Capacity Development (HICD); Reviews and Evaluation (RE); Institutional Engagement & Partnership Development (IEPD); International Relations and Cooperation (IRC); Applied Research, Innovation and Collaboration (ARIC); Research Chairs and Centres of Excellence (RCCE); Knowledge Fields Development (KFD); Technology and Human Resource for Industry Programme (THRIP); South African Nuclear Human Asset and Research Programme (SANHARP); Bioinformatics and Functional Genomics Support Programme; 2ENRICH; Research and Technology Fund (RTF); National Research Facilities; Human Capacity Programme; Institutional Capacity Programme; SA PhD Project;; Strategic Platforms Programme; South African Research Chairs Initiative (SARChI) and Centres of Excellence (CoE); International Council for Science Secretariat (ICSU); Knowledge Interchange and Collaboration (KIC); Africa and Multi-lateral Cooperation (AMC); Africa and Multi-lateral Cooperation (AMC); Overseas Collaboration (OC); International Research Grants (IRG); Strategic Knowledge Fields Grants (SKFG); Scholarships and Fellowships Programme;</p> <p><u>Spokesperson/s: Dr Qhobela, Dr Damonse</u></p>
HartRAO	<p>Hartebeesthoek Radio Astronomy Observatory (HartRAO) (Provision for merger of SKA and HartRAO)</p>
	<p><u>Keywords to be taken into account and often mentioned in conjunction with HartRAO:</u> Space Geodesy; Radio Astronomy; HartRAO; Astronomy outreach; Pulsar Timing; VLBI (Very Long Baseline Interferometry); Astronomy Space Science; AVN (African VLBI Network); SLR (Satellite Laser Ranging); CRF (Celestial Reference Frame); Astrometry;</p> <p><u>Spokesperson/s:</u></p>
iThemba LABS	<p>iThemba LABS</p> <p><u>Keywords to be taken into account and often mentioned in conjunction with iThemba Labs:</u> Experimental nuclear physics; Materials research; Radiation biophysics; Research and development pertaining to particle accelerators; Accelerator-based radionuclides</p>

Energy / Alternative Energy / Renewable Energy / Sustainable Energy
 Basic and Applied research, Nanotechnology, Neutron physics,
 Radiation protection, Analysis techniques, Particle Physics (SA-CERN)
Spokesperson/s:

SAAO

South African Astronomical Observatory (SAAO)

Keywords to be taken into account and often mentioned in conjunction with SAAO:

Southern African Large Telescope (SALT); Sutherland Observatory; SA Groot Teleskoop; Office for Astronomy Development (OAD)
 Astronomy Space Science

Spokesperson/s:

SAASTA

South African Agency for Science and Technology Advancement (SAASTA)

Keywords to be taken into account and often mentioned in conjunction with SAASTA:

African Science Communication Conference (ASCC); Astronomy quiz (AstroQuiz); Department of Science and Technology (DST) Adopted Dinaledi Schools; Federation for Engineering, Science and Technology Olympiads and Competitions (FESTOC); Hydrogen South Africa Public Awareness Demonstration Platform (HySA PADP); German-South Africa Year of Science Essay Writing Competition; Johannesburg Observatory; Nanotechnology Public Engagement Programme (NPEP); National Extra tuition Programme; National Science Week; National Supplementary Tuition Programme; National Youth Service (NYS); Nurturing Talent in Science, Engineering and Technology (SET); Programmatic Support Grant Intervention; National Schools Debates; Natural Science Olympiad; Primary School Science Intervention; Primary School Science Initiative; Primary School Science Intervention; Public Understanding of Biotechnology Programme (PUB); Science advancement; Science Camps for Learners with Potential; Science Centre Capacity Building; Science Festival; Science Olympiad; Science Outreach and Awareness; South African Quantum Physics Camp; Southern African Science Lens Competition (SA Science Lens); STEMI Olympiads and Competitions; Techno Youth; World Space Week; Young Science Communicator's Competition; Youth Into Science

Spokesperson/s: Dr Nukeri /Michael Ellis

	<p>SAEON</p> <p>South African Environmental Observation Network (SAEON)</p> <p><u>Keywords to be taken into account and often mentioned in conjunction with SAEON:</u></p> <p>Ecosystem; Ecology; Hydrology; Oceanography; Environmental observation; Long-term ecosystem research; Environmental change; Coastal systems; Marine systems; Atmospheric systems; Human-ecology interface; Environmental policy; State of the environment; Biodiversity; Natural resources; Carbon cycling; Rivers; Wetlands; Karoo; Grassland; Savanna; Forest; Fynbos; Environmental science education; Information management; Data management; Climate change; Land use change; Alien invasive species; Biological conservation; Natural disaster; Eco-informatics</p> <p>Antarctic Research; Arid Lands; Estuaries; Data systems; Data portal; Global Change; SAEON Node(s); Agulhas-Somali Current; Mountain ecosystems; Land degradation; Global Change; Climate Change; Graduate student network.</p> <p><u>Spokesperson/s:</u></p> <p>Johan Pauw; Prof. William Bond; Prof. Tim O'Connor; Dr Juliet Hermes</p>
	<p>SAIAB</p> <p>South African Institute for Aquatic Biodiversity (SAIAB)</p> <p><u>Keywords to be taken into account and often mentioned in conjunction with SAIAB:</u></p> <p>Acoustic Tracking Array Platform (ATAP); African Coelacanth Ecosystem Programme (ACEP); Barcode of Life; Biobank; Bioinformatics; Catch and Release Angling (CARA); Collection Facility; Ichthyology and Fisheries Science (DIFS), Isimangaliso Wetland Authority; Rhodes University; FishBOL; Fisheries management; International Barcode of Life (IBOL); JLB Smith; Margaret Smith Library; Marine Protected Areas; Marine Research Platform; Molecular laboratory; National Fish Collection; NEM:BA; NFEPA; Ocean Tracking Network (OTN); Professor Alan Whitfield; Professor Olaf Weyl; Professor Paul Cowley; R/V <i>uKwabelana</i>; Remote Observation Vehicle (ROV); Sodwana Bay; South African Sustainable Seafood Initiative (WWF-SASSI); Western Indian Ocean</p> <p>Amphibians; angling; Antarctic; aquatic; aquatic invertebrates; biodiversity; biodiversity informatics; coelacanth; conservation biology; diversity; diving; east coast; estuaries; estuarine ecology; ecosystems; evolution; evolutionary biology; fishes; fishing; freshwater; frogs; gene; invasion biology; marine; molecular biology; natural history collections; ocean systems; oceans; palaeontology; research vessel; rivers; sea; selekant; specimen; subsistence fisheries;</p>

	<p>systematics; telemetry; underwater; underwater optical system; wetlands; zoology.</p> <p><u>Spokesperson/s:</u> Dr Angus Paterson</p>
SKA	<p>Square Kilometer\Kilometre Array (SKA) (Provision for merger of HartRAO and SKA)</p> <p><u>Keywords to be taken into account and often mentioned in conjunction with SKA:</u> Karoo Array Telescope (KAT); Square Kilometer\kilometre Array (SKA); MeerKAT; KAT-7 Astronomy Space Science</p> <p><u>Spokesperson/s:</u> Rob Adam;</p>
South African research (Each theme has to be tracked)	<p>African Origins / Indigenous Knowledge Systems (IKS) / Palaeontology Antarctic Research; Aquatic Sciences; Astronomy / Space Science Biotechnology; Energy; Nanotechnology; Innovation (STEMI); Research chairs;</p>
DST	<p>Department of Science and Technology (South Africa) African Origins / Indigenous Knowledge Systems (IKS) / Palaeontology; Antarctic Research; Aquatic Sciences; Astronomy; Biotechnology; Energy; Nanotechnology; Science, Technology, Engineering; Mathematics and Innovation (STEMI); Space Science; SALT; Science Forum South Africa (SFSA); NACL; National Science Week (NSW)</p> <p><u>Spokesperson/s</u></p>
HSRC	<p>Human science research council (HSRC) Research, Science, perceptions, DST</p>
TIA	<p>Technology Innovation Agency Innovation, technology, Biotechnology, Platforms, ICT</p>
SANSA	<p>South African National Space Agency Research, innovation, Space Science, Astronomy, Satellites, Earth observation, Space launch, Space operations</p>
ASSAF	<p>Academy of Science of South Africa SASJA, Quest Magazine, SciELO, Sfs Newsletter</p>

The general expected deliverables and outcomes are expected in broadcast print and new media these are: -

1.2.1. A comprehensive annual report must be submitted at the end of every calendar year for each corporate agent.

1.2.2. Monthly submitted on the monitored media for each corporate agent, must be provided on CD, DVD or blue ray.

1.2.3. All Reports and data must be submitted to the NRF "Electronic Records and Document Management (ERDMS).

1.2.4. An interactive online platform with the reports that can be accessed by the Business Units and National Facilities needs to be created.

1.2.5. Two daily e-mail alerts, morning and afternoon, capturing all the stories published that day will link to the story or online database where the story has been stored.

1.2.6. Research Chairs should be tracked where the name of the researcher and his or her institution are found in the same proximity.

1.2.7. Reports should display trends.

1.2.8. With all keyword searches Boolean operators, proximity and frequency needs to be considered to eliminate irrelevant items.

1.2.9. RAMS and AMPS needs to be updated regularly.

1.2.10. All major daily, weekly and monthly, national and provincial media must be monitored. Provided media list (GCIS) needs to be monitored, if any of the media cannot be monitored the service provider should indicate this.

1.2.11. Keywords and spokes people should be updated as there are changes to the corporate agent.

1.2.12. When sampling was done, the basis of that sampling has to be justified by means of RAMS, AMPS and TAMS and how it was used in the selection process (excluding community media).

1.2.13. All reports should consist of graphic representations of media statistics.

1.2.14. Each of the corporate agents stated above must be reported on separately.

1.2.15. Reports on the different corporate agents should be presented in a fashion that will facilitate ease of comparison between different corporate agents and monthly comparisons within particular corporate agents.

1.2.16. Reports should be structured in such a way that trends, developments and media coverage peaks are easily identifiable across time.

1.2.17. Reports, reporting structure and format should be consistent between months and for the various agents.

1.2.18. Reports should be presented in a neat, edited fashion and should have a professional appearance and layout.

1.2.19. Reports should be available electronically.

1.2.20. Reports should be available in real time.

1.2.21. RSS feeds should be available.

1.2.22. There should be consistency in reporting across and within agents.

- 1.2.23. Service providers must ensure that broadcast media (audio / visual data) and new media are accessed on a daily basis and archived to ensure that access to data does not expire.
- 1.2.24. Should errors be identified in reports after submission, the service provider will be responsible for providing complete sets of corrected reports and data sets at no additional cost to the NRF.
- 1.2.25. All data (raw data and reports) should be stored and made accessible on an interactive, access controlled, web-based portal that will enable the NRF to gain access to information at any given time.
- 1.2.26. The service should include an interactive, web-based analysis system that will allow users with access to produce weekly, monthly, or periodic reports with live graphic representations of data and have functionalities that can produce or generate the following.
- 1.2.27. A basic word/ excel /PDF report which includes: clip count, area measurement, AVE- / RAMS- / TAMS value; 35.1. Circulation value; Readership / listenership / viewership; PR Value; Advertising Value
- 1.2.28. Equivalent(AVE), Media type; Geographic reach
- 1.2.29. Comparative periodic reports (week-on-week / month-on-month / year-on-year etc.)
- 1.2.30. Graphic presentations of any media statistics generated through use of this system
- 1.2.31. Access must be provided to online tools for at least 20 users (NRF, the Facilities and Business Units)
- 1.2.32. SAASTA must be able to conduct searches across all different platforms and across all agents.
- 1.2.33. Induction and periodic training should be provided, twice annually if needed.
- The appointed service provider will commit to a performance management agreement as required by NRF.

SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

Monitoring of Print media, Broadcast media, Online media, Social media, Community media for DST and its entities, NRF and its business units.

SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Measurement	Minimum level
1. Monitoring for Print media	All	All

	<ul style="list-style-type: none"> ○ Consumer ○ Daily ○ Trade 		
	<p>2. Monitoring for Broadcast media</p> <ul style="list-style-type: none"> ○ Radio ○ Television 	All	All
	<p>3. Monitoring for Online media</p> <ul style="list-style-type: none"> ○ Article Website ○ Blog Website 	All	All
	<p>4. Monitoring for Social media</p> <ul style="list-style-type: none"> ○ Facebook ○ Twitter ○ Instagram ○ You-tube ○ Google+ 	All	As prescribed by the facility
	<p>5. Monitoring for Community media</p> <ul style="list-style-type: none"> ○ Print ○ Broadcast TV ○ Broadcast Radio 	All	Print and Broadcast
SERVICE PERFORMANCE LEVELS (MANDATORY)			
	Service being Measured	Penalty where minimum levels are breached	
	To conduct media monitoring services for the DST,NRF, its business Units and National Facilities and the DST	Contract cancellation	
	To conduct media monitoring services on scientific topics / subjects	Contract cancellation	
	To report on the monitoring activities as expected.	None payment until rectified	
	To provide an interactive real-time (maximum 6 hours' intervals) platform for the use of the NRF, and its Business Units and National Facilities.	Contract cancellation until rectified	

To provide DVD/flash drive backups off all monitored media to the NRF and the project leader	None payment until rectified
Technical induction to be provided to all 20 users identified by SAASTA. Initial induction for all users, as well as induction for new users in future and induction required due to changes in systems are to be provided.	None payment until rectified

GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT

GCC22	22. Penalties
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>

SBD 3.1: PRICING DETAIL WITH FIRM UNIT PRICES

SBD 3 - Pricing Schedule for the Duration of the Contract

NOTE

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.
In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point
Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided
The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.
Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
1		Monitoring for Print media	1	
2		Monitoring for Broadcast media		
3		Monitoring for Online media		
4		Monitoring for Community media		
5		Monitoring for Social media	1	
		Other costs included (e.g. Labour, travelling and training)		

Total Cost is determined by multiplying quantity by unit price

TOTAL COSTED VALUE OF ABOVE

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Delivery Administration

Required by Business Unit:	NRF/SAASTA
At delivery site:	
Period required for delivery upon placement of delivery instruction:	36 Months
Delivery basis	Full cost to formulate media monitoring

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, and words such as “will/should,” mean, “must”.

The NRF cannot amend the National Treasury’s General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause and where the NRF requires a SCC that is not part of the GCC. No clause in this document shall be in conflict with another clause.

GCC1	<p>1. Definitions - The following terms shall be interpreted as indicated:</p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of</p>
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	<p>free and open competition.</p> <p>1.14. “GCC” mean the General Conditions of Contract.</p> <p>1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. Application
	<p>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.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall</p>

	<p>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.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>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.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	6. Patent rights
	<p>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.</p>
GCC7	7. Performance security
	<p>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.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's</p>

	<p>failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<p>8. Inspections, tests and analyses</p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser</p>

	<p>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.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	9. Packing
	<p>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.</p> <p>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.</p>
GCC10	10. Delivery and Documentation
	<p>10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
GCC11	11. Insurance
	<p>11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	12. Transportation
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	13. Incidental services
	<p>13.1. 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>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <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.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</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>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>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	15. Warranty
	<p>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.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in</p>

	<p>the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>16.3. The supplier shall make promptly by the purchaser, but in no case payments later than thirty (30) days after submission of an invoice or claim.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p> <p>16.5. Invoice should be issued on a monthly basis as stipulated in SCC.</p>
GCC17	17. Prices
	<p>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.</p>
GCC18	18. Contract amendment
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	19. Assignment
	<p>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.</p>
GCC20	20. Subcontract
	<p>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</p>

	any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
GCC22	22. Penalties (REFER TO GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT)
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also</p>

	consider termination of the contract pursuant to GCC Clause 23.
GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <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> <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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p>

	<p>23.6.3. the period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	24. Anti-dumping and countervailing duties
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the STATE is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the STATE or the STATE may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	25. Force Majeure
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>

GCC26	26. Termination for insolvency
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>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</p> <p>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</p>

	equipment.
GCC29	29. Governing language
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	30. Applicable law
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31. Notices
	31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	32. Taxes and duties
	32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	33. National Industrial Participation Programme
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	34. Prohibition of restrictive practices
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a

	<p>horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>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.</p> <p>34.1. 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.</p>
<p>BID SCC</p>	<p>Contracted Party Due Diligence</p> <p>The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.</p>
<p>BID SCC</p>	<p>Jigs, Tools, and Templates</p> <p>Unless otherwise agreed, all jigs, tools, templates and similar equipment that may be necessary for the execution of this contract at the NRF's premises shall on completion or cancellation of the contract become property of the NRF if the NRF has paid therefore. In such event, the said equipment shall be delivered at the premises of the NRF by the contracted supplier, properly marked with the contract and the relevant code number as supplied by the NRF for the finished items.</p>
<p>BID SCC</p>	<p>Copyright and Intellectual Property</p> <p>All background intellectual property shall be deemed to invest in and remain the sole property if the party that contributed it to this contract and/or disclosed the same to the NRF.</p> <p>The contracted supplier hereby grants the NRF 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 shall reasonably be required by the NRF for the exploitation of the contract intellectual property and to enable the NRF to obtain the full benefit of the contract intellectual property.</p> <p>.The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the NRF and to give effect to the foregoing:</p> <p>1. The contracted supplier hereby assigns all rights, titles, and interests in and to</p>

	<p>the contract intellectual property that it may own to the NRF and the NRF hereby accepts such assignment, and</p> <p>2. The contracted supplier undertakes to assign in writing to the NRF all contract intellectual property and which may invest in the contracted supplier.</p> <p>The contracted supplier shall ensure that the contract intellectual property is kept confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the NRF, or as the NRF may direct, and to support the NRF, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its 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 service termination of this contract indefinitely.</p>
<p>BID SCC</p>	<p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent do as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ol style="list-style-type: none"> 1. Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF’s prior written consent. 2. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or 3. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient, not to</p> <ol style="list-style-type: none"> 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, <p>Both during the term of their associations with the recipient and after termination of</p>

	<p>their respective associations with the recipient.</p> <p>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ol style="list-style-type: none"> 1. Was in the possession of the recipient prior to its involvement with the NRF; 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 NRF, or 4. Was independently developed by the recipient prior to its involvement with the NRF; or 5. Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure. <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form. Of the confidential information including but not limited to:</p> <ol style="list-style-type: none"> 1. All written disclosures received from the NRF; 2. All written transcripts of confidential information disclosed verbally by the NRF; and 3. All material embodiments of the contract intellectual property. <p>The recipient acknowledges that the confidential information is being made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p>
<p>PREFERENCE POINTS CLAIMED (SBD 6.1)</p>	
	<p>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</p>
	<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution</p>

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 R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2.
 - 1.2.1. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - 1.2.2. Either the 80/20 preference point system will be applicable to this tender
- 1.3. Points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. 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

- 1.5. 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.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“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;
- 2.3. **“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;

- 2.4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. “**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;
- 2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8. “**proof of B-BBEE status level of contributor**” means:
- 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “**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;
- 2.10. “**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

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad \qquad 90/10$$

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \qquad \qquad \qquad \text{or} \qquad \qquad \qquad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

- 4.1. 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
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

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

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

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

(Points claimed in respect of paragraph 7.1 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.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1. If yes, indicate:

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

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1.5. 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 √	QSE √
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			
Black people who are military veterans			
OR			
Any EME			
Any QSE			

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

8.2. VAT registration number:

8.3. Company registration number :.....

8.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8. 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-BBE 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:

- 8.8.1. The information furnished is true and correct;
- 8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- 8.8.3. 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 the claims are correct;
- 8.8.4. 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 –
 - 8.8.4.1. disqualify the person from the bidding process;
 - 8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 8.8.4.3. 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;
 - 8.8.4.4. 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
 - 8.8.4.5. forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:

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

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

I am authorised by the 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;	
<p>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:</p> <ul style="list-style-type: none"> a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder 	
<p>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 ³ will not be construed as collusive bidding.</p>	
<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <ul style="list-style-type: none"> a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid. 	
<p>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.</p>	
<p>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.</p>	
<p>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</p>	

<p>may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation</p>	
<p>³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of</p>	
<p>SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES</p>	
<p>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:</p>	<p>YES / NO</p>
<p>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:</p>	<p>YES / NO</p>
<p>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:</p>	<p>YES / NO</p>
<p>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:</p>	<p>YES / NO</p>
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	
<p>SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT</p>	
<p>Any legal person, including persons employed by the STATE ¹, 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:</p>	

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, close corporation, partnership agreement

Tax Reference Number:

VAT Registration Number:

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule

YES / NO

Name of person/ director/ trustee/ shareholder/member:

Name of STATE institution at which you or the person connected to the Bidder is employed

Position occupied in the STATE institution

Any other particulars:

<p>If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?</p>	<p>YES / NO</p>				
<p>If Yes, did you attach proof of such authority to the Bid document?</p> <p>If No, furnish reasons for non-submission of such proof as an attached schedule</p> <p>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</p>					
<p>Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the STATE in the previous twelve months?</p>	<p>YES / NO</p>				
<p>If so, furnish particulars as an attached schedule:</p>					
<p>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?</p>	<p>YES / NO</p>				
<p>If so, furnish particulars as an attached schedule.</p>					
<p>Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?</p>	<p>YES / NO</p>				
<p>If so, furnish particulars as an attached schedule:</p>					
<p>REFERENCE LETTER FORMAT</p>					
<p>Bidder's Letterhead</p> <p>We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.</p> <table border="1" data-bbox="268 1899 1414 2047"> <tr> <td data-bbox="268 1899 676 1971">Referee Letterhead</td> <td data-bbox="676 1899 1414 1971"><u>Referee Legal Name</u></td> </tr> <tr> <td colspan="2" data-bbox="268 1971 1414 2047"><u>REFERENCE ON COMPANY xxxxx</u></td> </tr> </table>		Referee Letterhead	<u>Referee Legal Name</u>	<u>REFERENCE ON COMPANY xxxxx</u>	
Referee Letterhead	<u>Referee Legal Name</u>				
<u>REFERENCE ON COMPANY xxxxx</u>					

Bid Number:			
Bid Description			
Describe the service/work the above bidder provide to you below			
Criteria	Needs improvement	Meets requirements	Exceeds requirements
Professionalism			
Customer centricity			
Turnaround times			
Completion Times			
Satisfaction with bidder			
Satisfaction with quality			
Satisfaction with the work done			
Project Management and Planning			
Overall Impression			
No. of times used in past year	Would you use the provider again?	YES/NO	
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

	Company Stamp:	

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid (SBD 1)	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
		CSD / Tax clearance letter
	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 2011 (SBD6.1) and the BBBEE certificate	
	Declaration of Bidder's past SCM practice (SBD 8)	Conditions of contract as set out in this document (GCC)
	NIPP Obligations (SBD 5) where applicable	Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard

	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; that the price(s) and rate(s) 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 (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	