



BID/RFQ NUMBER:	RFP SANAC 08/001/2024
CLOSING DATE:	23 AUGUST 2023
CLOSING TIME:	11:00 A.M
BID VALIDITY PERIOD:	120 Days
COMPULSORY BRIEFING SESSION	No briefing session
DESCRIPTION OF BID:	THE APPOINTMENT OF A SERVICE PROVIDER OR CONSULTANT TO CONDUCT RESEARCH TO INCREASE CIVIL SOCIETY CAPACITY TO EFFECTIVELY PARTICIPATE AND MEANINGFULLY CONTRIBUTE TO THE MULTISECTOR RESPONSE
RFP CAN BE DELIVERED TO THE FOLLOWING ADDRESS:	
2nd Floor, Block E, Hatfield Gardens 333 Grosvenor Street HATFIELD, PRETORIA , 0001	
4 Hard Copy Submission should include a soft copy: 1 USB	

SECTIONS IN THIS TENDER DOCUMENT

Tenderers are to ensure that they have received all pages of this document, which consists of the following sections:

Page	Document Name
01	Cover page
03	List of returnable documents
04- 05	PART A : SBD 1 Notice and invitation to Tender
06	PART B: Terms of Condition for Bidding
07	PART D: Standard Bidding Documents
08-10	SBD 4: Declaration of interest
11- 15	SBD 6.1: Preference Points Claim Form (PPR2022)
16 -17	SBD 8 Declaration of bidder's past supply chain management practices
18-20	SBD 9: Certificate of independent bid determination
21	PART E: Performance Records
22 - 33	PART F: Terms of Reference
34 - 36	SBD 3.3 Pricing Schedule- (please put it on a separate envelopetogether with your costing in your company letter head)
37 - 65	PART G: General Conditions of Contract

LIST OF RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

<input type="checkbox"/>	Bid form must be properly received on the bid closing date and timespecified on the invitation, fully completed and signed in ink.
<input type="checkbox"/>	Submission of applicable Resolution by the Legal Entity, or consortium / jointventure, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / jointventure.
<input type="checkbox"/>	Submission of Valid Compliant Tax PIN.
<input type="checkbox"/>	Submission of certified sworn affidavit BBBEE or BBBEE Certificate
<input type="checkbox"/>	Copies of company registration documents
<input type="checkbox"/>	Certified copies of South African Identity Documents or Valid Passports of Members /Directors / owner (In a case of a sole proprietor or Partnership) notolder than three Months.
<input type="checkbox"/>	Bidders must indicate in their proposals the relevant experience and exposareas well as the capacity of the Bidder in relation to the required service. The information must include a description of the qualification, knowledge, and relevant experience as well as certifications or other professional credentials that clearly demonstrate that the individual is qualified to perform the requiredwork. The Bidder must submit résumés of their proposed project participants.
<input type="checkbox"/>	Certified copies of all latest share certificates, in case of a Company
<input type="checkbox"/>	The bidder should include at least three (3) written references letters of previous and present clients, (Company name, department, branch, contact person with office telephone number, website and email address) not older than3 years
<input type="checkbox"/>	The proposal must provide an executive summary not exceeding three pages detailing proposal's offering, the approach and the value proposition.
<input type="checkbox"/>	Company Profile including Contact person, physical and postal address, contactemail & telephone numbers
<input type="checkbox"/>	Fully Completed SBD Documents, SBD 1 Part A & B of the bid document SBD3.3, SBD 4, SBD 8, SBD 6.1, SBD 9, and the General Condition of Contract
<input type="checkbox"/>	The use of correction fluid is strictly prohibited and will lead to disqualification, Ifany corrections are made on the bidding document, it needs to be initialed by the bidder
<input type="checkbox"/>	Recent Summary registration Report of Central Supplier Database (CSD)showing CIPC and SARS compliant status.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP SANAC 08/001/2024	CLOSING DATE:	23 AUGUST 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER OR CONSULTANT TO CONDUCT RESEARCH TO INCREASE CIVIL SOCIETY CAPACITY TO EFFECTIVELY PARTICIPATE AND MEANINGFULLY CONTRIBUTE TO THE MULTISECTOR RESPONSE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT SANAC Trust Offices

South African National AIDS Council					
2nd Floor, Block E, Hatfield Gardens333 Grosvenor Street HATFIELD, PRETORIA, 0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	No <input type="checkbox"/>			No <input type="checkbox"/>	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SANAC Trust	CONTACT PERSON	Rentia Agenbag
CONTACT PERSON	Mbali Mtsweni or Andrew Nair	TELEPHONE NUMBER	012 748 1000
TELEPHONE NUMBER	012 748 1000	E-MAIL ADDRESS	rentia@sanac.org.za
E-MAIL ADDRESS	mbali@sanac.org.za ; andrew@sanac.org.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR EMAILED</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF SANAC TRUST TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MUST SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART D

STANDARD BIDDING DOCUMENTS

DECLARATION OF INTEREST

Any legal person employed by the SANAC Trust, or persons having a kinship with persons employed by the SANAC Trust, including a blood relationship, may not make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).

Full Name of bidder or his or her representative:

Identity Number:

Position occupied in the Company (director, trustee, shareholder²):

Company Registration Number:

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 paragraph 3 below.

²“Shareholder” means a person who owns shares in the company and is actively involved in themanagement of the enterprise or business and exercises control over the enterprise.

Are you or any person connected with the bidder **YES / NO**
presently employed by the SANAC Trust?

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Position occupied in the SANAC Trust institution:

If you are presently employed by the SANAC Trust, did you obtain **YES / NO**
the appropriate authority to undertake remunerativework
outside employment?

If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the SANAC Trust in the previous twelve months?

YES / NO

If so, furnish particulars:

.....
.....

Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the SANAC Trust and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

If so, furnish particulars.

.....
.....

Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the SANAC Trust who may be involved with the evaluation and or adjudication of this bid?

YES/NO

If so, furnish particulars.

.....
.....

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?

YES/NO

If so, furnish particulars:

.....
.....

Full details of directors / trustees / members / shareholders. (if there's more directors add the listas annexure)

Full Name	Identity Number	Personal Tax Reference Number

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.I ACCEPT THAT THE SANAC TRUST MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATIONPROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of State

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of State:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of State)	Number of points allocated (80/20 system) (To be completed by the organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)		8		
Women		4		
Youth		4		
People with disabilities		2		
Implementation of RDP goals (The promotion of SMMEs)		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Partnership/Joint Venture / Consortium |
| <input type="checkbox"/> | One-person business/sole propriety |
| <input type="checkbox"/> | Close corporation |
| <input type="checkbox"/> | Public Company |
| <input type="checkbox"/> | Personal Liability Company |
| <input type="checkbox"/> | (Pty) Limited |
| <input type="checkbox"/> | Non-Profit Company |
| <input type="checkbox"/> | State Owned Company |

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:
.....
.....
.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of SANAC Trust terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**

² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(SANAC Trust)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

- 6. 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 consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - or
 - (f) bidding with the intention not to win the bid.
- 8. 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.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PERFORMANCE RECORD

PLEASE FURNISH US WITH AT REFERENCES IN THE BELOW TABLE AS THERE ARE POINTS ALLOCATED FOR EACH REFERENCE: Please INCLUDE three written Reference Letters to support this SANAC Trustment- The reference must be in line with theTOR

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF SERVICE	CONTRACT VALUE (INCLUSIVE of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

PART F

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER OR CONSULTANT TO CONDUCT RESEARCH TO INCREASE CIVIL SOCIETY CAPACITY TO EFFECTIVELY PARTICIPATE AND MEANINGFULLY CONTRIBUTE TO THE MULTISECTOR RESPONSE

The SANAC Trust is the sub-recipient of the Global Fund (GF) grant on behalf of the SANAC Civil Society Forum (CSF) to "Conduct research to increase civil society capacity to effectively participate and meaningfully contribute to the multisector response". A grant amount of R4,700,000 has been allocated for the implementation of this assignment, which will be used to fund six civil society led research projects.

This proposal seek the appointment of a Consultant/Consultancy to:

- Build technical capacity of civil society constituent organisations in research
- Add to the pool of community-owned and led research in the Global South
- Map enablers for the achievement of the goals of the National Strategic Plan on HIV&AIDS and STIs &TB (NSP) 2023-2028 into sector programmes and broader civil society advocacy
- Increase constituent engagement, education and mobilisation to advocate for evidence-based community-led reforms
- Develop sector capacity and leadership in key HIV thematic areas covering
 - (i) Inclusive policies and programming
 - (ii) Access to appropriate quality services for all
 - (iii) Equitable resourcing to target the marginalised and hard-to-reach and
 - (iv) Mainstreaming human rights responses
- Produce a published compendium of useful information on civil society sector priorities in the NSP 2023-2028

WHO IS SANAC CSF

The SANAC Civil Society Forum (CSF) was established by SANAC as a formal advisory body in 2012 to facilitate the participation of Civil Society Organisations and networks of key and vulnerable populations, to respond to HIV and AIDS and TB in service of the South African National Strategic Plan on HIV & AIDS and STIs and TB (NSP). The South African National AIDS Council (SANAC) is constituted as a partnership among government, civil society and business sectors.

The SANAC CSF aims to promote an inclusive, competent and responsive civil society that effectively serves the needs of the people of South African communities, by linking and diversifying civil society actors, expanding the sectors and communities where civil society contributes, improving civil society organisations' operations, and enhancing connections between civil society organisations with their stakeholders and beneficiaries.

The 18 sectors of the CSF are comprised as follows:



Scope of Work

A Civil Society Steering Committee chaired by the Research Sector will be convened to work closely with the research consultants. The proposal to be submitted will outline the costing and detailed strategies for provision of the technical support to sectors for implementation of the six research projects and as per the five (5) phases below:

Phase 1: Research Literacy Technical Training for All CSF Sectors

The Consultant, supported by the Research, SANAC CSF Secretariat, SANAC NSP Unit and SANAC Strategic Information Units

will lead a capacity building workshop with civil society sector leadership. The training will cover research design and data collections methods and available technical supports to build sectoral research literacy. This phase will be virtually and the cost for data should be included.

Phase 2: Sector Selections based on submitted research idea

Interested sectors will prepare a research concept and six (6) will be selected by the Steering Committee. Once finalised, the process will include the administrative management of the six (6) research projects by the Consultant, an inception workshops and start-up training with selected sector data collection teams which must be concluded by the middle of September. All data collection teams will be required to complete a Human Subject Research Protection certificate before commencing field work.

Phase 3: Data collection and Reporting

- Sector implementation will commence, with technical assistance days designated for sector training, data collection and capturing.
- A steering committee led by the CSF Research sector will interface with all implementing sectors. The steering committee will convene bi-weekly report back sessions to support the research process as it unfolds within each sector.

Phase 4: Content Development

The service provided will lead the development of a series of information materials that will disseminate key findings, lift out key advocacy priorities and highlight key messages as an outcome of the exercise. This exercise will culminate in the development of policy briefs, research abstracts and fact sheets.

Phase 5: Project Close-Out and Reporting

Each sector will conduct constituency feedback meetings to report back at the end of the research assignment to report back to affected communities on the outcomes of the research undertaken. 50 stakeholders will be supported to participate in the feedback sessions, with one designated for each of the six research projects. All the logistical preparation cost for these workshops should form part of the deliverable by the consultant

Final reports will be consolidated by SANAC together with CSF Secretariats for submission.

Deliverables to be undertaken by the Consultancy

- The Bidder would be expected to provide monthly feedback to the Steering Committee on the programme implementation and finance reports.
- At the end of the project, a close out report (program and finance) should be included inclusive of best practices and lessons learned.

Phase 1: Research Literacy Technical Training for All CSF Sectors

Inception meeting/project plan report. This should include a detailed implementation and monitoring plan

- **Deliverables:**

- Workshop logistics
- Capacity building workshop agenda and materials
- Training sessions on research design and data collection methods
- Documentation of technical supports for building sectoral research literacy
- Evaluation report on training effectiveness

Phase 2: Sector Selections

- **Deliverables:**

- Start-up training sessions for sector data collection teams
- Certificates of completion for Human Subject Research Protection for data collection teams
- Summary sector selection and engagement report

Phase 3: Data Collection and Reporting

- **Deliverables:**

- Development of data collection tools
- Training materials for sector implementation, data collection, and capturing
- Sector implementation plans and schedules
- Interim data collection reports

Phase 4: Content Development

- **Deliverables:**

- Development of information materials (policy briefs, research abstracts, fact sheets)
- Key findings and advocacy priorities documentation
- Drafts and final versions of policy briefs and journal articles
- Drafts and final versions of research abstracts
- Drafts and final versions of fact sheets

Phase 5: Project Close-Out and Reporting

- **Deliverables:**

- Workshop logistics
- Constituency feedback meeting agendas and materials
- Reports from constituency feedback meetings
- Summary of stakeholder participation
- Final project report summarizing research outcomes and stakeholder feedback
- Dissemination plan for sharing research findings with communities

Budget must include:

- Training Costs
- Total Allocation for field work
- Total Content Development
- Total Allocation for 6 Sector Constituency Feedback Meetings

Skills and Experience

Requirements by Bidder should adequately describe the experience, skills and abilities needed to meet SANAC CSF expectations: The Bidder must fulfil the following requirements and background:

- Advanced university degree in Public Health, Epidemiology, Development Studies, Research, Surveillance, Economics, Public Policy, Social Sciences, and technical field and **Monitoring and Evaluation** of HIV, TB and STIs.
- Minimum 8-10 year of progressively responsible professional work experience at the national levels in the fields of monitoring, evaluation and planning and research
- Experience developing and contextualizing training curricula that serve diverse audiences
- **Understanding and having work in the civil society landscape**
- Strong knowledge of the South Africa HIV and TB epidemic and national response, the legislative, and policy environment including the National Strategic Plan on HIV, STIs and TB (2023-2028). Thorough understanding of HIV in the context of the role of civil society within communities.
- Good working relations with district and provincial civil society leaders
- Experience in developing policy briefs and journal articles as well as research abstracts
- Proven skills in report writing and fluent communication skills in English.
- **Experience in capacity development, facilitation and mentoring in the NGO environment.**

Submission of proposals

The period of performance will be 5 months.

Prospective Bidders must submit their proposals electronically with the technical proposal including the following (each Annexure should be clearly saved as Annexures as stipulated below):

Supervision

The service providers will be supervised by a Steering Committee established by the Research Sector as well as the SANAC Trust Technical Lead in the Stakeholder Management and Campaigns Business Unit Rentia Agenbag rentia@sanac.org.za.

Submission of proposal

Proposals must be hand delivered to the address below by no later than 11h00am on Friday, 23 August 2024. Only proposals submitted by the closing date will be accepted and reviewed – no late proposals will be reviewed.

Address:
SANAC, 2nd Floor, Block E,
Hatfield Gardens,
333 Grosvenor Street,
Hatfield, PRETORIA, 0028
VAT no: 496 026 5751

- Failure to comply with these conditions will result in a proposal being disqualified.
- There will be no briefing session.

CRITERIA FOR SELECTION:

Functional evaluation criteria – Written proposal

The following Functionality Criteria will apply to this bid:

Only those bidders who score a minimum score of 70% in respect of the following functionality criteria will be recommended for short listing. 100 points are allocated for functionality.

Scoring	Maximum scores
<p>Bidders Technical Proposal and Methodology Submit a detailed technical proposal including methodology demonstrating your value proposition to the SANAC Trust. This include the submission of a detailed technical approach from concept to training to research to material to close-out:</p> <ul style="list-style-type: none"> • Sound technical approach and methodology with demonstrable understanding of the project including clear deliverables, project plan and timelines: 40 Points • Moderately technical approach with demonstrated understanding of the project: 30 Point • Technical approach with limited understanding of the project and unrealistic timelines: 20 Point • Poorly written proposal with no technical approach: 0 Points <p>Evidence for this criterion will be: Technical Proposal</p>	<p style="text-align: center;">40</p>
<p>The bidder must have demonstrable transaction experience with REFERENCE LETTERS with different institutions in successfully executing similar projects IN THE LAST 3 YEARS. Reference letters must include Project Description | Value | Period Implemented:</p> <p>Provided Three references: 20 Points Provided Two references: 10 Points Provided One reference: 05 Points Not provided reference: 0 Points</p> <p>Evidence for this criterion will be: 1. Reference letters 2. Company Registration Documents 3. Company profile</p>	<p style="text-align: center;">20</p>

<p>Bidder's proposed Team and capacity of resources: The Bidder must have qualified personnel that has experience in research and surveillance as per the Scope of Work. The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> List of qualified experts that will be deployed in the project including their Certificates and CV(s) depicting experience The Teams' qualifications must include Public Health, Epidemiology, Development Studies, Research, Surveillance, Public Policy, Social Sciences, and technical field and Monitoring and Evaluation of HIV, TB and STIs. <p>Submitted list with 3 or more diverse expertise: 30 Points Submitted list with 2 diverse experts: 20 Points Submitted list with 1 diverse expert: 10 Points Submitted 0 diverse experts: 0 Points</p> <p>Evidence for this criteria will be: CV's and Qualifications/Certificates</p>	<p>30</p>
<p>Detailed Financial proposal: The financial proposal shall specify a lump sum amount breaking down the fee for each deliverable in the technical proposal</p> <ul style="list-style-type: none"> Detailed budget breakdown for each deliverable as per each phase in the technical proposal: 10 Points Moderately breakdown for each deliverable as per each phase in the technical proposal: 05 Point Limited breakdown for each deliverable as per each phase in the technical proposal: 03 Point Poorly/No breakdown for each phase as per each deliverable in the technical proposal: 0 Points <p>Evidence for this criterion will be: Detailed Financial Proposal</p>	<p>10</p>
<p>TOTAL</p>	<p>100</p>

Stage 2: Bidders who obtained 70 on Functionality will be evaluated on Price & BEE using preference pointsystem of 80/20 as per the below table:

Preference point system (80/20)	Weighting percentage (Must add up to 100 %)
Price	80% of 100 Points
Black Economic Empowerment (BEE)	20% of 100 Points
Total:	100%

i. Price Calculations

A maximum of 80/20 point system has been allocated to this bid on the following basis:

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

Where

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

= Price of bid under consideration

Pmin = Price of lowest acceptable bid

ii. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

1) Proposal Format

A detailed proposal in response to this Terms of Reference must contain all the information required to evaluate the bid against the requirements stipulated in these terms of reference document.

- i) Annexure A: Technical Proposal demonstrating ability to complete the assignment and produce a quality document as per scope of work detailed above
- ii) Annexure B: Reference Letters
- iii) Annexure C: Summary of the proposed team and their experience. Please attach Curriculum vitae and Qualifications.
- iv) Annexure D: Pricing information. Price proposals should include VAT and should be fully inclusive of ALL costs to deliver the outputs indicated in the terms of reference.
- v) Completed Bid Document

Disqualification criteria

Proposals will be disqualified if they fail to comply with all conditions as set out in this terms of reference

GENERAL

Bid Validity Period

Bid submissions will be valid and open for acceptance for a period of 120 calendar days from the closing date of the tender.

In cases where a Bidder withdraws its tender within the bid validity period, or fails to fulfil the contract when called upon to do so, SANAC TRUST may be compelled to withdraw the tender or cancel the contract as part of other optional remedies at its disposal.

Acceptance of Bids

The Bidder accepts SANAC TRUST's interpretation of any requirement in the RFP should there be a difference of interpretation between the Bidder and SANAC TRUST.

SANAC TRUST reserves the right to evaluate and consider bids that do not comply strictly to this RFP.

SANAC TRUST further reserves the right and discretion to cancel the RFP, not to accept any bids, and to accept one or more Bids for further negotiation, including a Bidder chosen not necessarily on the basis of having scored the highest points for price and B-BBEE.

SANAC TRUST also, without any limitation to any of its rights, reserves the right to request clarification on any aspect of bids received, provided that the Bidder's response does not amount to a material amendment to its bid. Such a request and related responses shall both be in writing and will be shared with all the other Bidders.

SANAC TRUST reserves the right to visit the building/premises where the consultant/s office space is located.

Rights or Claims

Please note that no rights shall vest in any Bidder as a result of this RFP or any bid submitted in response to the RFP. SANAC TRUST reserves the right in its exercise of its sole discretion to withdraw by notice to the Bidders the entire RFP or any services or combination of services from the RFP.

Neither SANAC TRUST nor any of its representative/s will assume any liability for any costs or expenses incurred by any party in or associated with any exercise conducted in relation to this RFP.

Confidentiality Commitment

The Bidder agrees that this RFP and its contents, including but not limited to technical, commercial and scientific information; processes, designs and technical specifications; copyrights; and data in any form ("the confidential information"), are confidential and are intended only for the sole purpose of this RFP in its entirety and its related purposes and processes.

The confidential information shall only be divulged on a "need to know" basis with written approval by SANAC TRUST.

Information Accuracy

Neither SANAC TRUST nor any of its employees, make any representation or warranty or give any undertaking, express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to tender or any other written or oral information made available in connection with the tender. Nothing contained herein is, or shall be relied upon, as a promise or representation in this regard, whether as to the past or the future.

SANAC TRUST prepared the data and information contained in the RFP in good faith.

SANAC TRUST does not accept liability in any capacity whatsoever for any consequence which occurs as a result of the inaccuracy of the information contained in the invitation to tender, the tender document and related supporting information.

Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive actions in respect to this tendering process with the ultimate motive of limiting competition amongst themselves to their advantage. Section 4(1) (iii) of the Competition Act, 1998 prohibits collusive tendering practices.

Bidders are advised to and encouraged to discuss with the competition authorities anything that arises as regards the tender document process which they believe might be in violation of the Competition Act. Any correspondence or process in response to this invitation of any kind between Bidders and the competition authorities must be in writing and be documented in their responses to this invitation to tender, tender document and related required information.

Pre-Contract Requirements

The successful Bidder shall be appointed only after the following has occurred:

- The successful negotiation and signature of the contract and service level agreement;
- The approval by SANAC TRUST of the bidder's contract implementation plan.

Special conditions

- a) SANAC Trust reserves that right to award work to one or more service providers.
- b) SANAC Trust reserves the right not to award the contract should it deem fit not to award.
- c) The successful service provider must further acquaint themselves with the relevant programmes, policies and legislation at their own cost.
- d) SANAC Trust reserves the right to contact any applicants to seek clarity on any matter included in the proposal documents.
- e) SANAC Trust reserves the right to appoint an independent auditor for financial auditing purposes.
- f) It will be expected of the successful service provider to sign a contract with SANAC Trust prior to the commencement of any work.
- g) The contract shall initially be valid from the date of signing of the Contract by both parties.
- h) The successful organisation will be paid upon the completion of phases or milestones set out in the project plan or as mutually agreed by SANAC Trust.
- i) Payment of invoices will be effected within 30 days after receipt of an invoice and a satisfactory detailed report (to be approved by SANAC Trust) from the service provider.

General conditions

The general conditions of the contract as per Part G of the bid document will be applicable to this proposal.

PROPOSAL ACCEPTANCE

All proposals received by the 23 August 2023 @ 11:00 deadline will be reviewed and given full consideration.

Successful service provider

- j) All resources, equipment's and technical skills will be the responsibility of the service provider; these may be sourced by the service provider at no cost to SANAC Trust and if not available outsourced to ensure successful execution of the project at a cost to the service provider

SBD 3.3

PRICING SCHEDULE

(Professional Services)- Please include your Quotation as well in you company letterhead- Cost Breakdown and Activities to be conducted

NAME OF BIDDER:.....	BID NO:.....
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....
3.	persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)	
4.	person and position	DAILY RATE
	.....	R.....
	.....	R.....
	.....	R.....
5.	phases according to which the project will be completed, cost per phase and man-days to be spent	
	.....	R.....
	.....	R.....
	.....	R.....

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL:R.....			

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies

5.2 Other expenses, for example accommodation (specify, star hotel, bed and breakfast, telephone cost, etc.). On basis of these particulars, certified invoices will for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project

5. Are the rates quoted firm for the full period of contract?
*YES/NO

6. If not firm for the full period, provide details of the basis on which
adjustments will be applied for, for example consumer price index.

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

NB: TERMS AND CONDITIONS WILL APPLY TO PRICING: VAT WILL BE PAID TO VAT VENDORS, AND CONTRACT WILL BE AWARDED TO COMPLIANT BIDDER.

Bidders must include their VAT Certificate and Tax Clearance Certificate

Also Attach your pricing schedule together with the project breakdown or list of activities.

Price must be fixed for the entire period at a Rand Value

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

1. Definitions
2. Application
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32. Taxes and duties

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **"Acceptable bid"** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of SANAC Trust for the provision of goods, works or services.
- 1.3 **"Black enterprise"** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **"Black empowered enterprise"** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **"Black people"** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **"Black woman-owned enterprise"** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **"Community or broad-based enterprise"** means an enterprise that has an empowerment

shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

1.10 "**Consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.11 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.12 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.13 "**Control**" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

1.14 "**Co-operative or collective enterprise**" is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.

1.15 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.16 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its

government and encouraged to market its products internationally.

1.17 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major

assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.18 "**Day**" means calendar day.

1.19 "**Delivery**" means delivery in compliance with the conditions of the contract or order.

1.20 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.21 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.22 "**Disability**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

1.23 "**Dumping**" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.24 "**Equity Ownership**" means the percentage ownership and control, exercised by individuals within an enterprise.

1.25 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.26 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.27 "**GCC**" means the General Conditions of Contract.

1.28 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.29 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen -

1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the

Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) ("the interim Constitution);and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

1.30 **Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.31 **Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.32 **Management**" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

1.33 **Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.34 **Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.35 **Owned**" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.36 **Parliament**" means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.

1.37 **Person**" includes reference to a juristic person.

1.38 **Project site**" where applicable, means the place indicated in bidding documents.

1.39 **"Purchaser"** means the organization purchasing the goods.

1.40 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.

1.41 **"Republic"** or **"RSA"** means the Republic of South Africa.

1.42 **"RFP"** means Request for Proposal.

1.43 **"RFT"** means Request for Tender.

1.44 **"RFQ"** means Request for Quotation.

1.45 **"SCC"** means the Special Conditions of Contract.

1.46 **"Secretary"** means the Secretary to Parliament.

1.47 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.48 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of SANAC Trust to give particular consideration to procuring locally manufactured products.

1.49 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).

1.50 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.

1.51 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.52 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

1.53 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

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

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty

(30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed 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 may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source

country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the timeschedule prescribed by the purchaser in the contract.

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 SANAC Trust 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 SANAC Trust or the SANAC Trust may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence

with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law and Data Protection

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

30.2 Data Protection

The parties acknowledge and agree that all Data provided by SANAC to the Service Provider, or to

which the Service Provider may be exposed, shall constitute confidential information and where applicable, intellectual property belonging to SANAC and must not be disclosed unless required by law or in the course of the proper performance of the Service Providers duties.

The performance of the Service Providers obligations in terms of this agreement shall be strictly in compliance with the Protection of Personal Information Act, 2013 (POPIA) and all other laws, policies, and procedures (Applicable Laws), relating to the protection, storage, handling, privacy, processing, and destruction of Personal Information.

The Service Provider hereby warrants, represents and undertakes in favour of SANAC that:

a. It shall at all times strictly comply with all Applicable Laws and with all the provisions and requirements of any SANAC data protection policies and procedures which may be in force from time to time.

b. It shall only process Personal Information where it is lawful and in a reasonable manner that does not infringe the processing conditions and privacy of the Data Subject.

c. It shall only process Personal Information in order to perform in terms of the contract or in order to comply with an obligation imposed by law or where the processing protects the legitimate interests of the Data Subject. It shall not, at any time Process Data for any purpose other than with the express prior written consent from SANAC, and to the extent necessary to provide the services to SANAC.

d. It shall ensure that all its systems and operations which it uses to provide the services, including all systems on which Data is Processed as part of providing the Services, shall at all times meet the minimum standard and security required by all Applicable Laws.

e. It shall only process Personal Information, taking into account the purpose, it is deemed adequate, relevant and not excessive.

The Service Provider shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of Data and the unlawful access to or Processing of Data. The measures taken must at all times be of a minimum standard required by all Applicable Laws and be of a standard no less than the standards which are in compliance with the Industry Best Practice for the protection, control and use of Data.

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.

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, Parliament 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 (SARS).

33. Ownership and Copyright

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

GCC DECLARATION

I, THE UNDERSIGNED _____ HEREBY CERTIFY THAT I UNDERSTAND THE INFORMATION IN THE GCC AND ACCEPT THE TERMS AND CONDITIONS SANAC TRUSTD THERE IN.

I ACCEPT THAT THE SANAC TRUST MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature _____ Date _____

Position _____ Name of bidder _____