



# National Research Foundation

## INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

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

|                    |                              |                      |                      |                     |              |
|--------------------|------------------------------|----------------------|----------------------|---------------------|--------------|
| <b>BID NUMBER:</b> | <b>NRF/RISA HICD/05/2016</b> | <b>CLOSING DATE:</b> | <b>08 April 2016</b> | <b>CLOSING TIME</b> | <b>11:00</b> |
|--------------------|------------------------------|----------------------|----------------------|---------------------|--------------|

### SHORT DESCRIPTION

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND ENHANCEMENTS OF THE RESEARCH EQUIPMENT DATABASE AND WEBSITE ON A DRUPAL CONTENT MANAGEMENT SYSTEM FOR A PERIOD OF FIVE YEARS**

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

Bidders and the NRF must sign the **written contract (SBD7)** either the contract offer and acceptance form or the complex contract form – Service Level Agreement (SLA) once the delegated authority has approved the award of such contract to a bidder.

Preferential Procurement System applicable (Price points: Preference Points): **90:10**

|                               |                |
|-------------------------------|----------------|
| Briefing Session / Site Visit | Not Compulsory |
|-------------------------------|----------------|

|                                       |          |                                  |
|---------------------------------------|----------|----------------------------------|
| Validity period from date of closure: | 150 days | from the closing date of the bid |
|---------------------------------------|----------|----------------------------------|

|   |  |
|---|--|
| <b>EITHER PHYSICALLY OR BY COURIER</b>  | <b>ENVELOPE ADDRESSING:</b>  |
| <b>National Research Foundation<br/>Opposite CSIR South Gate<br/>Meiring Naude Road<br/>Brummeria<br/>Pretoria<br/>0184</b> | <b>Bid Number and Name,<br/>Postal Address, Contact Name,<br/>Telephone Number and email address<br/>on the envelope</b> |

**Bidders are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and returned to bidders.**

Bidders submit their bid response on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules **as set out in the Returnable Document Section.**

This Bid document includes the National Treasury's General Conditions of Contract and Specific Conditions to this procurement and is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations.

**ANY BIDDING PROCEDURE ENQUIRIES DIRECTED TO:**

|                 |                    |                         |
|-----------------|--------------------|-------------------------|
| Contact Person: | Mr Thozamile Jonas |                         |
|                 | Tel:               | 012 481 4117            |
|                 | Email:             | ezeziel.jonas@nrf.ac.za |

**ANY TECHNICAL ENQUIRIES DIRECTED TO:**

|                 |                                |                        |
|-----------------|--------------------------------|------------------------|
| Contact Person: | Ms Sive Stofile                |                        |
|                 | Tel:                           | 012 481 4110           |
|                 | Email:                         | sive.stofile@nrf.ac.za |
| Contact Person: | Dr Rakeshnie Ramoutar-Prieschl |                        |
|                 | Tel:                           | 012 481 4282           |
|                 | Email:                         | rakeshnie@nrf.ac.za    |

**RETURNABLE DOCUMENT LIST**

**(Bidders are notified that without these documents, the Evaluation Committee is unfairly restricted in its evaluation)**

|    | <b>ENVELOPE 1 TECHNICAL PROPOSAL (One original and five copies)</b>  | YES/NO |
|----|--|--------|
| 1  | Signed and fully completed Procurement Invitation (SBD 1) – see page 36 for signature.   |        |
| 2  | Accreditation/certification of development on Drupal   |        |
| 3  | Proposal for the project, which includes delivery schedules, approach and methodology, curriculum vitae and qualifications of the manager(s) and/or employee(s) who will be dedicated to this project. |        |
| 4  | A detailed company profile   |        |
| 5  | A list of five similar projects reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder.                                  |        |
| 6  | Training plan to cater for knowledge and skills transfer for the developer and user.<br>Include examples of training manuals for both developer and user   |        |
| 7  | Three reference letters not older than 12 months from current/previous clients, example Annexure A on page 39.   |        |
| 8  | Original and Valid SARS Tax Clearance certificate.   |        |
| 9  | Certificate of Incorporation: registration and proof of legal identity of the bidder (e.g. certificate issued by the Registrar of Companies and Close Corporations)                                    |        |
|    | <b>ENVELOPE 2 FINANCIAL PROPOSAL (one original and a copy)</b>   | YES/NO |
| 10 | A detailed proposal in the SBD3.3 format with a breakdown of costs and capacity. Page 15 and 16 of this bid invitation.  |        |
| 11 | Annexures relating to the pricing of the project.  |        |
| 12 | Letter from the bidder's bank to confirm their banking details   |        |

**Bidders are advised that they should number their Returnable Documents as the NRF won't be held responsible for lost or missing pages of documents which were not numbered.**

## RESPONDENT BIDDER DETAILS

NAME OF BIDDER

REPRESENTED BY

POSTAL ADDRESS

PHYSICAL ADDRESS

|                  |      |        |
|------------------|------|--------|
| TELEPHONE NUMBER | CODE | NUMBER |
|------------------|------|--------|

|                   |      |        |  |
|-------------------|------|--------|--|
| CELL PHONE NUMBER | CODE | NUMBER |  |
|-------------------|------|--------|--|

|                  |      |        |  |
|------------------|------|--------|--|
| FACSIMILE NUMBER | CODE | 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 |  | One person business/sole proprietor |  |
|--------------------------------------|--|-------------------------------------|--|

|                   |  |         |  |
|-------------------|--|---------|--|
| Close Corporation |  | Company |  |
|-------------------|--|---------|--|

|               |  |       |  |
|---------------|--|-------|--|
| (Pty) Limited |  | Other |  |
|---------------|--|-------|--|

COMPANY CLASSIFICATION [Tick applicable box]

|              |  |          |  |
|--------------|--|----------|--|
| Manufacturer |  | Supplier |  |
|--------------|--|----------|--|

|                               |  |  |  |
|-------------------------------|--|--|--|
| Professional Service Provider |  | Other service providers e.g. transporter, etc. |  |
|-------------------------------|--|--|--|

Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]

Yes

No

|   |     |
|---|-----|
| Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed) [Tick Applicable Box] | Yes |
|   | No  |
| If Yes, who was the B-BBEE certificate issued by: [Tick Applicable Box]   |     |
| An accounting officer as contemplated in the Close Corporation Act (CCA)  |     |
| A verification agency accredited by the South African Accreditation System (SANAS)  |     |
| A registered auditor  |     |
| Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof.   | Yes |
|   | No  |

## **1. BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION**

The National Research Foundation (“NRF”) is a juristic person established in terms of Section 2 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, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science, and humanities.

## **2. CONTEXT IN WHICH THE REQUIRED PROCUREMENT IS NEEDED/UTILISED**

The Research Equipment Database houses all the relevant information pertaining to state-of-the-art research equipment acquired through either NRF-DST funding or other public investments. The database is developed and hosted on a Drupal platform and is accessible at the following URL: <http://eqdb.nrf.ac.za>. Currently there are 862 validated equipment records from 35 research institutions captured on the site.

The NRF is nearing the end of the maintenance contract (SLA) with the current service provider, which ends on 31 May 2016. There are still some enhancements required to ensure that the current reporting functionality for the equipment statistics adheres to NRF Business Systems requirements. In addition, in the last two financial years, the visibility of the database has been stagnant indicating that there needs to be more focused marketing to attract more users and traffic onto the site. The NRF is not yet in a position to host and maintain this site in-house. This is the rationale for outsourcing and subsequently the request for proposals.

## **3. SELECTION AND AWARDING OF CONTRACT**

This Procurement is evaluated through a two-stage process.

### **3.1. Stage 1 – Selection of Qualifying Bidders**

Procurement responses/submissions are evaluated against the Procurement Invitation specifications in accordance to evaluation criteria and the scoring set published in this Procurement Invitation. Respondents are required to read specifications in conjunction with the corresponding evaluation selection criteria.

### **3.2. Stage 2 – Awarding of the Contract to Bidders who have passed the minimum thresholds in the technical evaluation**

The qualifying response(s) / submission(s) are evaluated on a fair and equal comparison basis taking into account all aspects of the proposals. The contract award criteria are:

**Price** - with the lowest priced Bid on an equal and fair comparison basis 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) added to the price ranking scores and the highest combined score is nominated for the contract award.

**Administration** - Contracts awarded where Bidders have provided the relevant administrative documentation, especially the Tax Certificate.

#### **4. SPECIFICATION OF SUPPLIES/ SERVICES REQUIRED**

The current database website uses an open source content management system called Drupal.

Please attach your detailed response as a separate schedule to this procurement invitation

##### **4.1. Services Required**

The NRF-DST requirements for the project are divided into five sections which will have to be addressed in the proposal, namely:

- Maintenance;
- Development/Enhancements; and
- Website and database optimisation;

##### **4.1.1. Maintenance requirements**

The service provider will address the following requirements:

- Maintaining the current database, including all user support (e.g. uploading of content) and required security and platform updates. This includes but is not limited to:
  - Core security updates;
  - Core patch updates;
  - Contributed module security updates;
  - Contributed module patch updates; and
  - Content support.

##### **4.1.2. Enhancement requirements**

The current online database uses an open source content management system called Drupal and all enhancements must be made using the same platform and modules. Enhancement requirements will include:

- Ensuring the database is user-friendly in terms of accessibility, navigation and content;
- Updating the look and feel of the database and website, as and when necessary; and
- Conducting annual user feedback surveys for required updates to the site.

The service provider is also expected to enhance the functionalities of the current reporting function that allows the NRF and DST to extract statistics and reports on equipment investments.

Current reporting functionalities include extracting statistics on:

- Grants awarded for each year
- Demographics of grantees
- Regions where equipment is
  - Number of awards
  - Value of awards
- Institutions with research equipment
  - Number of awards
  - Value of awards
- Equipment by funding instrument
  - Number of awards
  - Value of awards

Expected reporting functionalities should include statistics on:

- Source(s) of funding
- Equipment per discipline (according to NRF standards)
- Users of the equipment (researchers)
- Changes of grantee and resulting statistics on demographics
- Equipment types, categories, models, manufacturers and capability etc.
- Number of non-commissioned vs commissioned equipment
- Most common equipment vs. least common equipment available nationally and regionally
- Most common equipment vs. least common equipment searched for nationally and regionally

#### 4.1.3. Website and Database Optimisation

More focused interventions to attract more users and traffic onto the site are required. Based on web statistics, the service provider will have to propose interventions and additional enhancements, if necessary, to generate traffic to the website and improve user experience. A 10% increase in traffic and 5% improvement in user experience is expected annually. Currently, the traffic on the site is as follows:

| Unique visitors | Number of visits | Pages  | Hits   |
|-----------------|------------------|--------|--------|
| 2 816           | 4 677            | 26 869 | 94 486 |

#### 4.2. Security

**The company shall take all reasonable steps to adhere to the IT security policies of the NRF insofar as the same has been communicated to the successful bidder. (Mentioned below)**

#### 4.2.1. Logical Access

NRF is to ensure that Successful Bidder employees and sub-contractors are given necessary access to the software and systems in order that services may be delivered and maintained in accordance with the terms of this Agreement.

#### 2.2.2. Compliance with NRF IT Policies

The NRF operates formal security policies, The Successful Bidder will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these policy statements. NRF will provide the Successful Bidder with up-to-date information on its security policies and will keep the Successful Bidder informed about any changes to these policies.

#### 2.2.3. Disaster Recovery

The Successful Bidder should have a disaster recovery system that is in line with that outlined in the NRF Information Technology Disaster Recovery Policy.

#### 2.2.4. Information and Data Security Measures

The Successful Bidder will manage information and data security with reasonable efforts to restrict unauthorized access and will make best endeavours to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues. Information and data classification should also be managed according to NRF policies as well as the Electronic Communications and Transactions (ECT) Act or any other legislature that comes into effect during the period of the contract.

#### 2.2.5. Backup of information

The Successful Bidder should ensure that there is regular backup of information in accordance with the NRF IT policies.

#### 2.2.6. Change Control and Management

The Successful Bidder should have a disaster recovery system that is in line with that outlined in the NRF Change Control Management Policy.



## 5. Level of Performance Required

5.1. The service provider must appoint a contact person with contactable details with whom the NRF can interface for maintenance and support elements listed in the table below. Target times should be indicated accordingly.

5.2. The NRF representative measures the performance of the supplier in terms of the levels and standards set in the procurement invitation. Poor performance is managed with the service provider as per the general clauses section. Penalties are applied for poor performance.

| <b>SERVICE</b>                               | <b>DELIVERABLE</b>  | <b>MEASUREMENT</b>   | <b>Min. Level</b>                                  |                | <b>CORRECTIVE ACTION</b>  |
|--|---|--|--|----------------|---|
| <b>Request for changes on existing pages</b> | Management and change control from change request to the publishing of updated pages.   | Feedback from NRF about change requested, effected and published at regular meetings between NRF and the service provider  | Turn-around time                                   | 8 hours        | If target is not met, the NRF should file a report for possible staff evaluation and addition |
|  |   |  | Changes to existing pages <i>not urgent</i>        | 5 Working days |   |
|  |   |  | Minor changes to existing pages <i>Urgent</i>      | 1 Hour         |   |
| <b>Request for minor enhancements</b>        | Completed change requests with auditable and authorising documentation attached.<br><br>Detail problem identification, analysis and definition.<br><br>User requirement specification for complex problems.<br><br>Monitoring and reporting on progress made with requests.<br><br>Implementation of recommended solutions. | User presented with relevant documentation regarding problem status.<br><br>Supporting documentation in line with initial requests and analyses.<br><br>Signed User Acceptance Tests (UAT) Satisfied users that are able to use application systems optimally. | Turn-around time                                   | 8 hours        | If target is not met, staff will have to be evaluated and resources to be added               |
|  |   |  | Minor enhancements to existing pages <i>urgent</i> | 3 Working days |   |
| <b>End-user training via</b>                 | Quality screen-casts covering new functionalities or changes in existing  | Screen-cast uploaded to website knowledge base. Screen-cast  | Training on new functionalities/ uses              | 5 Working days | On-site additional training by the  |

| <b>SERVICE</b>                                       | <b>DELIVERABLE</b>   | <b>MEASUREMENT</b>   | <b>Min. Level</b>   |                | <b>CORRECTIVE ACTION</b>   |
|--|--|--|---|----------------|--|
| <b>Online screen-casts</b>                           | functionalities.   | playback online using flash-player or equivalent.  | Training on existing functionalities with minor changes<br><i>Urgent</i>                                  | 2 Hours        | dedicated service provider staff member                                    |
| <b>Developer Training in lieu of skills transfer</b> | Training plan with training sessions on how to host, manage and maintain the database and website.   | Training sessions of variable length. Training Material per topic uploaded to the website knowledge base.  | Training on new functionalities/ uses   | 5 Working days | On-site additional training by the dedicated service provider staff member |
|  |  |  | Training on existing functionalities with minor changes<br><i>Urgent</i>                                  | 2 Hours        |  |
| <b>Request for Major enhancements</b>                | Sustained and improved service rendering to the client's IT business and business requirements.<br><br>Expert inputs to user needs and requirements.<br><br>Reporting on problem areas and non-conformance to business requirements. | The content of URS/Change request in accordance with the NRF's needs analysis.<br><br>Implemented quality procedures.<br><br>Service requests are planned and prioritised in accordance with business needs. | Dependent on the date of formal approval by the NRF and the subsequent agreement in terms of time scales. |                | Must form part of the request for the major enhancement                    |

## **6. Due Diligence of Supply Capacity and Capability**

### **6.1. Bidder's profile**

Bidders are required to provide a profile of themselves for evaluation of their capability and capacity to provide the required services, and to indicate their track record in the website maintenance industry and must prove that they have the capacity to undertake a project of this nature and size, i.e. providing details of similar work undertaken on the Drupal platform. The bidder must include company structure and directorships.

Bidders must also include/provide a list of similar projects completed/current, showing the size and nature of the project, the Rand Value, the client name and contact number should also be included. By submission of the contacts, the bidder consents to NRF contacting such clients for due diligence.

### **6.2. Contactable References**

In addition to the above, the bidder is required to provide three (3) letters of reference from existing corporate customers/ clients in which the customer/ client rates the professionalism of bidder, customer centricity, interpersonal skills, turnaround/completion times, satisfaction with work done and overall impression. *Annexure "A"* contains a specimen of the reference letter required. These letters must be fully completed, dated, signed, stamped and on the company letterhead of the company providing the reference. The service provider consents to the NRF contacting any of these clients for further clarification, if necessary.

### **6.3. Written references from South African Revenue Services**

Bidder is required to provide evidence of good standing with their tax office. (Original tax certificate).

## **7. Qualifying Thresholds for Evaluation and Selection**

- **Stage 1:** Bidders must score a minimum of 75% to proceed to the next stage of evaluation. Each evaluation criteria stipulates its weighting in relation to the total evaluation matrix and the minimum requirement that the NRF has set for the procurement. The responses are evaluated on a sliding scale in which the mandatory minimum is stated and allowance provided for evaluating responses exceeding such set required minimums.

## **8. Stage 1 – Selection on Specifications and Capability and Capacity Evaluation Criteria**

Each evaluation criteria will be scored as per the scoring range below and bidders must score an overall minimum of 75% or more in order to proceed to the next stage of evaluation. The following scoring system is utilised for this evaluation, setting the points to be awarded and what this represents for each criteria in the matrix or to the entire matrix:

|   | Elements to be evaluated  | Weight | SCORE   |  |  |   |   |
|---|---|--------|---|--|--|---|---|
|   |   |        | 0   | 11   | 22   | 34  | 45  |
| 1 | Evaluate the capability of the bidder in terms of experience in delivering on projects of same or similar nature, based on the list of similar work completed and company profile | 45%    | Portfolio indicates NO experience in area of website maintenance and has NO reference to NRF requirements             | Portfolio indicates LIMITED experience in area of website maintenance and has LITTLE reference to NRF requirements           | Portfolio indicates SIMILAR experience in area of website maintenance and has FAIR reference to NRF requirements   | Portfolio indicates GOOD experience in area of website maintenance and has ADEQUATE reference to NRF requirements         | Portfolio indicates EXCELLENT experience in area of website maintenance and has EXCELLENT reference to the NRF requirements |
| 2 | Evaluate the proposal, approach and methodology to deliver this type of work.   | 20%    | 0   | 5  | 10   | 15  | 20  |
|   |   |        | The proposed work plan, approach and methodology are irrelevant, not feasible and won't suite the NRF's requirements. | The proposed work plan, approach and methodology has little relevance, can be feasible and may suite the NRF's requirements. | The proposed work plan, approach and methodology are suitable, relevant and appropriate to the NRF's requirements. | The proposed work plan, approach and methodology are highly suitable, relevant and appropriate to the NRF's requirements. | The proposed work plan, approach and methodology exceeds and add value to the NRF's requirements.                           |
| 3 | Evaluate the ability to cater for knowledge and skills transfer to the: <ul style="list-style-type: none"> <li>• developer</li> <li>• users</li> <li>• staff</li> </ul>           | 10%    | 0   | 3  | 5  | 8   | 10  |
|   |   |        | Training plan is vague and wont address the objectives  | Training plan has some limitations in addressing and meeting the NRF's requirements  | Training plan is feasible and will adequately address and meet the NRF's requirements                              | Training plan is highly feasible and will adequately address and meet the NRF's requirements                              | Training plan is feasible and exceeds the NRF's requirements  |
| 4 | Evaluate bidder's capability & capacity as a company based on 3 written references not older than 12 months   | 15%    | 0   | 4  | 8  | 11  | 15  |
|   |   |        | References provided indicate work performance not professional and not up to  | References provided indicate work performance not entirely professional and  | References provided indicate work performance was professional and of acceptable                                   | References provided indicate work performance was highly professional and of  | References provided indicate work performance highly professional and excellent and   |

|          |   |            |                                |                   |                    |                              |                                   |
|----------|---|------------|--------------------------------|-------------------|--------------------|------------------------------|-----------------------------------|
|          |   |            | standard or needs improvement. | up to standard.   | standard           | a highly acceptable standard | exceeds requirements & adds value |
| <b>5</b> | <b>Evaluate the functionality and relevance of the analytics tool</b> | <b>10%</b> | <b>0</b>                       | <b>3</b>          | <b>5</b>           | <b>8</b>                     | <b>10</b>                         |
|          |   |            | Unacceptable                   | Needs improvement | Meets requirements | Exceeds requirements         | Exceptional                       |

## **9. Contract Period**

The contract commences with immediate effect upon the signing of the Contract either through a full contract or through the Contract Form – SBD7 and will continue for a period of five years (60 months).

## **10. Delivery Verification**

- The NRF representative verifies both delivery and performance prior to signing a certificate of delivery evidencing such performance.
- The Contractor must ensure such signed approved verification accompanies the subsequent service provider invoice.

## **11. Payment**

- The NRF undertakes to pay performance verified invoices in full within thirty (30) days from receipt of the contractor's invoice. Invoices for enhancements will be based on the achievement of milestones.
- No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service provider is paid. The NRF does not accept predated invoices

## 12. Pricing Schedule for the Duration of the Contract

**Standard Bidding Document 3.1: HOURS FOR THE SERVICE LEVELS PROVIDED BELOW ARE INDICATIVE AND HAVE BEEN PROVIDED FOR BID COST DETERMINATION AND FAIR PRICE COMPARISON**

Name of the bidder: \_\_\_\_\_

Bid No.: NRF/RISA HICD/05/2016

Closing Date: 08 April 2016

**NOTE** The price quoted is fully inclusive of all costs and taxes.

There will be a change management process for any additional enhancements that will comply with the NRF governance guide. Costing will be provided by service provider as required.

Procurement Bid price in South African currency, foreign exchange risk is for the account of the Bidder.

Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form

THE BIDDER GUARANTEES THAT THIS OFFER IS TO BE VALID FOR

150 days

FROM THE CLOSING DATE OF THIS BID – 8 April 2016

### 12.1. BREAKDOWN OF THE ONCE-OFF DEVELOPMENT COSTS

| No                                      | Once-off Costs Description   | Hours/Unit | Rate | Sub-Total |
|---|--|------------|------|-----------|
| 01                                      | Designing of interventions to drive traffic to the site                    |            | R    | R         |
| 02                                      | Facilitating the transition and testing of the database on the NRF website |            | R    | R         |
| 03                                      | Training or skills transfer to NRF staff members on maintenance            |            | R    | R         |
| 04                                      | Statistical reporting functionalities and other analytics setup            |            | R    | R         |
| <b>TOTAL ONCE-OFF DEVELOPMENT COSTS</b> |  |            |      | R         |

### 12.2. BREAKDOWN OF THE MONTHLY SUPPORT AND MAINTENANCE COSTS

| No | Service Level Description  | Hours per month<br>A | Hours Annualised<br>B=(A x 12) | Cost per hour<br>(Incl. VAT)<br>C | Amount Annualised<br>(Incl. VAT)<br>D=(BxC) | Monthly Fixed Amount<br>(Incl. VAT)<br>E | Total Amount<br>(Incl. VAT)<br>F=D+E |
|----|----------------------------|----------------------|--------------------------------|-----------------------------------|---|--|--------------------------------------|
| 1  | Maintenance of the website | 8                    | 96                             | R                                 | R   | R  | R                                    |

|  |  |   |    |   |   |       |                           |
|--|--|---|----|---|---|-------|---------------------------|
|  | and associated database  |   |    |   |   |       |                           |
| 2  | Enhancements to the website and database                                       | 2 | 24 | R | R | R     | R                         |
| 3  | Website and database optimisation  | 4 | 48 | R | R | R     | R                         |
| 4  | Monthly statistical reporting functionality                                    | 8 | 96 | R | R | R     | R                         |
| 5  | Project Management and communication between NRF and service provider          | 4 | 48 |   |   |       |                           |
| 6  | Handover of the website and database to the NRF (training and skills transfer) | 2 | 24 | R | R | R     | R                         |
| <b>TOTAL AMOUNT FOR YEAR ONE</b>   |  |   |    |   |   | R     |                           |
| <b>G=(F1+F2+F3+F4+F5)</b>  |  |   |    |   |   |       |                           |
| <p><b>* Ad hoc services</b><br/> Any preliminary investigation will be followed by an official quotation, within the time frame provided, detailing the time and costs involved in the proposed development process. Any hours exceeding the monthly quota as per Service Level will be billable at the applicable hourly rate for that level.</p> |  |   |    |   |   |       |                           |
| <b>TOTAL CONTRACT AMOUNT FOR A PERIOD OF FIVE YEARS</b>  |  |   |    |   |   | H=Gx5 |                           |
| <b>(Inclusive of price escalations/fluctuations, all applicable taxes (pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) and travelling costs</b>  |  |   |    |   |   | R     |                           |
| B-BBEE STATUS LEVEL OF CONTRIBUTION<br>(Per SBD 6.1 below)   |  |   |    |   |   | Level | Preference Points Claimed |
|  |  |   |    |   |   |       |                           |
| Are detailed price schedules attached?   |  |   |    |   |   | Yes   | No                        |
| Does the offer comply with the specification(s)?   |  |   |    |   |   | Yes   | No                        |
| If the offer does not comply with specification, indicate deviation(s) in a separate attached schedule.  |  |   |    |   |   |       |                           |



### 13. PREFERENCE POINTS CLAIMED (SBD 6.1)

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are 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 per B-BBEE Certificate | Number of points per system |       | B-BBEE Status Level of Contributor per B-BBEE Certificate | Number of points per system |       |
|---|-----------------------------|-------|---|-----------------------------|-------|
|   | 90/10                       | 80/20 |   | 90/10                       | 80/20 |
| 1   | 10                          | 20    | 6   | 3                           | 6     |
| 2   | 9                           | 18    | 7   | 2                           | 4     |
| 3   | 8                           | 16    | 8   | 1                           | 2     |
| 4   | 5                           | 12    | 0   | 0                           | 0     |
| 5   | 4                           | 8     |   |                             |       |

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:

|       |   |       |       |
|-------|---|-------|-------|
| Level | = | 80:20 | 90:10 |
|       | = |       | X     |

(Points claimed substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we 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 above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- a) Disqualify the Bidder from the bidding process;
- b) Recover costs, losses or damages it has incurred or suffered as a result of that Bidder'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) Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

**14. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)**

|  |     |    |
|--|-----|----|
| Will any portion of the contract be sub-contracted?        | Yes | No |
| If Yes, indicate:  |     |    |
| (i) What percentage of the contract will be subcontracted? | %   |    |
| (ii) The name of the sub-contractor?                       |     |    |
| (iii) The B-BBEE status level of the sub-contractor?       |     |    |
| (iv) Whether the sub-contractor is an EME?                 | Yes | No |

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the information is true and correct and I/we acknowledge that:

- i. A Bidder will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- ii. A Bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**15. Conditions of Contract**

**15.1. NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT**

15.1.1. General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are detailed below.

**15.2. CLAUSES IN THIS BID INVITATION CONDITIONS OF CONTRACT**

15.2.1. All clauses stipulated in this Procurement invitation form part of the Conditions of Contract applying to this document.

**15.3. RESPONSE PREPARATION COSTS**

15.3.1. The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Procurement Invitation, including on-site presentations and the proposal a service provider may make and/or submit.

**15.4. CANCELLATION PRIOR TO AWARDING**

15.4.1. The NRF has the right to withdraw and cancel the Procurement Invitation.

**15.5. LATE BIDS RECEIVED**

15.5.1. Bids submitted after the stipulated closing date (and time) is not considered.

**15.6. COLLUSION, FRAUD AND CORRUPTION**

15.6.1. Any effort by Bidder/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the bidder concerned.

**15.7. CONFIDENTIALITY**

15.7.1. The successful Bidder agrees to sign a general confidentiality agreement with the NRF.

**15.8. VALIDATION OF SUBMITTED DOCUMENTATION**

15.8.1. The NRF has the right to have any documentation submitted by the Bidders inspected by another technical body or organisation.

**15.9. PRESENTATIONS AND PROOF OF FUNCTIONALITY**

15.9.1. The NRF has the right to call interviews/presentations/pitching sessions as well as proof of functionality sessions with short-listed service providers before the final selection.

**15.10. INFORMATION PROVIDED IN THE PROCUREMENT INVITATION**

15.10.1. All information contained in this document is solely for the purposes of assisting Bidders to prepare their Bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

**15.11. INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION**

15.11.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided to the NRF by the Bidder, both successful and unsuccessful, remain the property of the NRF.

**15.12. INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES**

15.12.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.

**15.13. DEFINITIONS**

The following terms shall be interpreted as indicated:

15.13.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

- 15.13.2. "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.
- 15.13.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 15.13.4. "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.
- 15.13.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 15.13.6. "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.
- 15.13.7. "Day" means calendar day.
- 15.13.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 15.13.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 15.13.10. "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.
- 15.13.11. "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.
- 15.13.12. "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.
- 15.13.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 15.13.14. "GCC" means the General Conditions of Contract.
- 15.13.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is

required to supply to the purchaser under the contract.

15.13.16. "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.

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

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

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

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

15.13.21. "Purchaser" means the organization purchasing the goods.

15.13.22. "Republic" means the Republic of South Africa. 1.23 "THIS PROCUREMENT INVITATION" means the Special Conditions of Contract.

15.13.23. "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.

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

#### **15.14. Application**

15.14.1. 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.

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

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

#### **15.15. General**

15.15.1. 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.

15.15.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

15.15.3. The award of this procurement is only completed once the contract or the contract form (SBD7) has been signed by the NRF and the appointed service provider.

15.15.4. The contract is inclusive of work, supplies and services and contract conditions as specified in this document. Where the nature and quantity of supplies are not determinable at the commencement of this contract, this is detailed in the specification section. Where supplies delivered quantity is variable as and when required, this is detailed in the specification section.

15.15.5. All services required in this procurement contract are supplied in accordance with the following sub-process of:

15.15.6. The issue of an official workplan with budget for the agreed service prior to the commencement of the delivery of such required service;

15.15.7. The Contract above specifies the exact description and unit pricing as well as the date of the required delivery.

#### **15.16. Standards**

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

#### **15.17. Use of contract documents and information; inspection**

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

15.17.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 15.17.1 except for purposes of performing the contract.

15.17.3. Any document, other than the contract itself mentioned in GCC clause 15.17.1 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.

15.17.4. 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.

**15.18. Patent rights**

15.18.1. 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.

**15.19. Performance security**

15.19.1. 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 THIS PROCUREMENT INVITATION.

15.19.2. 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.

15.19.3. 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) 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

15.19.4. 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 THIS PROCUREMENT INVITATION.

**15.20. Inspections, tests and analyses**

15.20.1. All factory testing will be for the account of the bidder.

15.20.2. 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.

15.20.3. 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.

15.20.4. If the inspections, tests and analyses referred to in clauses 15.20.2 and 15.20.3 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.

15.20.5. Where the supplies or services referred to in clauses 15.20.2 and 15.20.3 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.

15.20.6. Supplies and services which are referred to in clauses 15.20.2 and 15.20.3 and which do not comply with the contract requirements may be rejected.

15.20.7. 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.

15.20.8. The provisions of clauses 15.20.4 to 15.20.7 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 15.35 of GCC.

#### **15.21. Delivery and documents**

15.21.1. 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 THIS PROCUREMENT INVITATION.

15.21.2. Documents to be submitted by the supplier are specified in THIS PROCUREMENT INVITATION.

#### **15.22. Insurance**

15.22.1. 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 THIS PROCUREMENT INVITATION.

#### **15.23. Incidental services**

15.23.1. The supplier may be required to provide any or all of the following services, including



additional services, if any, specified in THIS PROCUREMENT INVITATION:

- (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.

15.23.2. 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.

**15.24. Handover**

15.24.1. At the end of the contract period, the successful bidder will have to hand over and transfer the website and database on to an NRF determined platform.

15.24.2. The successful bidder will be required to:

- (i) Ensure that there is skills transfer to NRF IT staff members on the maintenance of the website and database, including all required security and platform updates;
- (ii) Facilitate the transition and testing of the database on the NRF determined platform;
- (iii) Provide detailed documentation of the website and database; and
- (iv) Provide an updated user guide for content uploading based on enhancements.

**15.25. Warranty**

15.25.1. 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.

15.25.2. 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 THIS PROCUREMENT INVITATION.

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

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

15.25.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in THIS PROCUREMENT INVITATION, 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.

#### **15.26. Payment**

15.26.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.

15.26.2. 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.

15.26.3. 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.

15.26.4. Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

#### **15.27. Prices**

15.27.1. 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 THIS PROCUREMENT INVITATION or in the purchaser's request, as the case may be.

#### **15.28. Communication**

15.28.1. The NRF and the Successful Bidder shall ensure that proper communication channels are established to provide for effective and efficient technical support.

15.28.2. Each party shall contact the other at its own expenses.

15.28.3. Quarterly service contract meetings will be organised between the two parties to review the service level.

15.28.4. When required, Ad Hoc meetings will always be possible, to resolve specific and urgent service requirements.

#### **15.29. Contract amendments**

15.29.1. No variation in or modification of the terms of the contract shall be made except by written

amendment signed by the parties concerned.

**15.30. Assignment**

15.30.1. 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.

**15.31. Subcontracts**

15.31.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

**15.32. Monitoring and Reporting**

15.32.1. The NRF requires a monthly report that highlights the following:

- (i) General feedback;
- (ii) Update on workplan milestones;
- (iii) Performance feedback and analysis; and
- (iv) Web usage statistics through an analytics tool that will report on:
  - (a) User statistics
  - (b) New visits to the site
  - (c) Pages being visited

15.32.2. Project meetings are to be scheduled, to report on the project status, any bottlenecks and problems. These meetings are to be scheduled at the time of accepting the project plan by the manager at the NRF HICD and IT units and the senior representative or manager from the service provider.

**15.33. Delays in the supplier's performance**

15.33.1. 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.

15.33.2. 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, it's 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.

15.33.3. 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.

15.33.4. 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.

15.33.5. Except as provided under GCC Clause 15.37, 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 15.34, unless an extension of time is agreed upon pursuant to GCC Clause 15.33.2 without the application of penalties.

15.33.6. 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.

#### **15.34. Penalties**

15.34.1. Subject to GCC Clause 15.37, 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 15.35.

15.34.2. Any discrepancies relating to irregular maintenance, delay in uploading of new features and maintaining of time lines (time bound) and any other shortfall may lead to a penalty of 10%, to be deducted from the maintenance bill submitted by the successful bidder. Critical non-deliveries which renders the website and database non-useable and which can be directly linked to the successful bidder's non-performance can lead to the repudiation of the whole agreement. In cases where amounts have been paid in advance, the NRF will take the necessary action to recover any amounts due.

#### **15.35. Termination for default**

15.35.1. 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 15.33.2;
- (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.

15.35.2. 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.

- 15.35.3. 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.
- 15.35.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 15.35.5. 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.
- 15.35.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
  - (b) the date of commencement of the restriction
  - (c) the period of restriction; and
  - (d) the reasons for the restriction.

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

- 15.35.7. 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.

**15.36. Anti-dumping and countervailing duties and rights**

15.36.1. 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 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 favorable 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.

**15.37. Force Majeure**

15.37.1. Notwithstanding the provisions of GCC Clauses 15.34 and 15.35, 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.

15.37.2. 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.

**15.38. Termination for insolvency**

15.38.1. 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.

**15.39. Settlement of disputes**

15.39.1. 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.

15.39.2. 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.

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

15.39.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.

15.39.5. 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.

#### **15.40. Limitation of liability**

15.40.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 15.18;

(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;

(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.

#### **15.41. Governing language**

15.41.1. 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.

#### **15.42. Applicable law**

15.42.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in THIS PROCUREMENT INVITATION.

#### **15.43. Notices**

15.43.1. 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

15.43.2. 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.

#### **15.44. Taxes and duties**

- 15.44.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 15.44.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 15.44.3. 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.

#### **15.45. National Industrial Participation (NIP) Program**

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

#### **15.46. Prohibition of restrictive practices**

- 15.46.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 15.46.2. 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.
- 15.46.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



## 16. DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Bidder is employed by the State; and/or

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

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

- Full Name of Bidder or his/her representative

- Identity Number:

- Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

- Registration number of company, enterprise, close corporation, partnership agreement or trust:

- 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 | Yes | No |
|---|-----|----|

- 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: |
|------------------------|

- If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)
- |  |     |    |
|--|-----|----|
|  | Yes | No |
|--|-----|----|

- 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? If so, furnish particulars as an attached schedule:
- |  |     |    |
|--|-----|----|
|  | Yes | No |
|--|-----|----|

- 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
- |  |     |    |
|--|-----|----|
|  | Yes | No |
|--|-----|----|

|  |     |    |
|--|-----|----|
| and or adjudication of this Bid?<br>If so, furnish particulars as an attached schedule.  |     |    |
| <ul style="list-style-type: none"> <li>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 State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule:</li> </ul> | Yes | No |
| <ul style="list-style-type: none"> <li>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? If so, furnish particulars as an attached schedule:</li> </ul>   | Yes | No |

### 17. DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

|  |     |    |
|--|-----|----|
| <ul style="list-style-type: none"> <li>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:</li> </ul> | Yes | No |
| <ul style="list-style-type: none"> <li>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:</li> </ul>    | Yes | No |
| <ul style="list-style-type: none"> <li>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:</li> </ul>      | Yes | No |
| <ul style="list-style-type: none"> <li>Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:</li> </ul>                       | Yes | No |
| <p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>                           |     |    |

### 18. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

|  |     |    |
|--|-----|----|
| <p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NATIONAL RESEARCH FOUNDATION, do hereby make the following statements that I certify to be true and complete in every respect:</p>   |     |    |
| <ul style="list-style-type: none"> <li>I have read and I understand the contents of this Certificate;</li> </ul>   | Yes | No |
| <ul style="list-style-type: none"> <li>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</li> </ul>  | Yes | No |
| <ul style="list-style-type: none"> <li>I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;</li> </ul>  | Yes | No |
| <ul style="list-style-type: none"> <li>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;</li> </ul>  | Yes | No |
| <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> <ol style="list-style-type: none"> <li>Has been requested to submit a Bid in response to this Bid invitation;</li> <li>Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</li> </ol> |     |    |
| <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<sup>3</sup> will not be construed as collusive bidding.</p>   |     |    |

In particular, without limiting the generality of paragraphs 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.

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

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

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

<sup>3</sup> 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.

## 19. 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 **NATIONAL RESEARCH FOUNDATION** in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the **NATIONAL RESEARCH FOUNDATION** during the validity period indicated and calculated from the closing time of Procurement 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 (SBD1)  | Technical Specification(s) set out in this Procurement Invitation inclusive of any annexures attached |  |
| Bidder's responses to technical specifications, capability requirements and capacity as attached to this document   |   |  |
| Pricing Schedule(s) (SBD3) including detailed schedules attached  |   | Tax Clearance Certificate                          |
| Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBEE certificate |   |  |
| Declaration of Interest (SBD4);   |   | Declaration of Bidder's past SCM practices (SBD8); |
|   |   |  |
| Certificate of Independent Bid Determination (SBD9)   |   | General Conditions of Contract                     |
|   |   |  |

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Procurement Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified

in the Procurement 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 Procurement 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, 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    |  |
| NAME OF FIRM |  |
| DATE         |  |

|           |       |
|-----------|-------|
| WITNESSES |       |
| 1         | _____ |
| 2         | _____ |
| Date      | _____ |



Reference: SCM – NRF/RISA HICD/5/2016

The National Research Foundation seeks to appoint service providers service provider for the hosting, maintenance and enhancements of the research equipment database website. We appreciate your assistance and effort in completing the reference below, based on your experience with:

**Name of service provider:** \_\_\_\_\_.

| Criteria   | Needs improvement | Meets requirements                        | Exceeds requirements | Exceeds requirements & Adds value |   |   |   |   |
|--|-------------------|---|----------------------|-----------------------------------|---|---|---|---|
| Professionalism of Contractor  |                   |   |                      |                                   |   |   |   |   |
| Customer centricity & Interpersonal skills   |                   |   |                      |                                   |   |   |   |   |
| Turn around/completion times of project arrangements                               |                   |   |                      |                                   |   |   |   |   |
| Satisfaction with the work done.   |                   |   |                      |                                   |   |   |   |   |
| Emergency services and after hours support   |                   |   |                      |                                   |   |   |   |   |
| Satisfaction during critical high volume periods                                   |                   |   |                      |                                   |   |   |   |   |
| Overall Impression (i.e. would use again)  |                   |   |                      |                                   |   |   |   |   |
|  |                   |   |                      |                                   |   |   |   |   |
| No. of times service used in past year   |                   | Would you use the service provider again? | YES                  | NO                                |   |   |   |   |
| What type of service have the mentioned service provider provide to you            |                   |   |                      |                                   |   |   |   |   |
| Overall Impression:<br><i>Range: 1 = not recommended to 8 = highly recommended</i> | 1                 | 2   | 3                    | 4                                 | 5 | 6 | 7 | 8 |

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

**Company Stamp:**

