



National Research Foundation

INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

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

BID NUMBER:	NRF/RISA IT/01/2016	CLOSING DATE:	07 March 2016	CLOSING TIME	11:00
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SHORT DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, BUILD AND INSTALL AN INTERNAL COMMUNICATION PLATFORM (INTRANET) FOR THE NRF INCLUDING SUPPORT SERVICES FOR A PERIOD OF 12 MONTHS.

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

Contractors and the NRF must sign the **written contract (SBD7)** once the delegated authority has approved the award of such contract to a contractor.

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

Validity period from date of closure:	150	Days
SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER		BID ENVELOPE ADDRESSING:
NATIONAL RESEARCH FOUNDATION CSIR SOUTH GATE MEIRING NAUDE ROAD BRUMMERIA PRETORIA 0184		Bid Number and Name of Bidder, Postal Address, Contact Name, Telephone Number and email address on the envelope

Contractors are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and return to contractors.

Contractors 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 4814 4117
Email:	ezeziel.jonas@nrf.ac.za

ANY TECHNICAL ENQUIRIES DIRECTED TO:

Contact Person:	Miss Elinor Heathfield
Tel:	012 481 4203
Email:	elinor@nrf.ac.za

RETURNABLE DOCUMENT LIST

(Contractors are notified that without these documents, the Evaluation Committee is unfairly restricted in its evaluation and thus incomplete Returnable Documents. is a MANDATORY DISQUALIFICATION)

		YES/NO
1	Signed and completed Procurement Invitation	
2	Three contactable written references from current clients.	
3	Proposal documents (see section 6 bidder project proposal – expected deliverables)	
4	A high-level functional specification, including wire-frames covering phase 1 of the project (see section 5 scope of work section)	
5	A detailed proposal in the SBD3 format with a breakdown of costs and capacity or attached the quotation.	
6	Original and Valid SARS Tax Clearance certificate.	
	<i>Number of bid pack required 1 original and 4 copies.</i>	

RESPONDENT CONTRACTOR DETAILS

NAME OFC:			
REPRESENTED BY:			
POSTAL ADDRESS:			
PHYSICAL ADDRESS:			
TELEPHONE NUMBER		MOBILE NUMBER	
EMAIL ADDRESS		FAX NUMBER	
VAT REGISTRATION NUMBER			
COMPANY REGISTRATION NUMBER			
DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:			
TYPE OF COMPANY/FIRM [Tick applicable box]			
Partnership/Joint Venture/Consortium	<input type="checkbox"/>	One person business/sole proprietor	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	Public Company (Limited)	<input type="checkbox"/>
Private Company (Pty) Limited	<input type="checkbox"/>	Other	<input type="checkbox"/>
COMPANY CLASSIFICATION [Tick applicable box]			
ICT	<input type="checkbox"/>	Supplier	<input type="checkbox"/>
Professional Services	<input type="checkbox"/>	Other service providers e.g. transport, etc.	<input type="checkbox"/>
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, by whom was the B-BBEE certificate issued? [Tick Applicable Box]			
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)

A

registered auditor

Are you the accredited representative in South Africa for the goods/services/works offered?

Yes

No

An original or certified copy of the B-BBEE Certificate or an original affidavit signed by a Commissioner of Oaths with regard to the B-BBEE status has been provided.

Yes

No

If Yes, indicate name of the organisation below and kindly enclose proof of your accreditation?

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. The NRF supports and promotes 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. The NRF is a Schedule 3A entity in terms of the Public Finance and Management Act of 1999 (Act 1 of 1999 as amended by Act 29 of 2000).

The NRF is comprised of three divisions – the Research and Innovation Agency (RISA); the National Research Facilities; and the Science Engagement (SAASTA). The current corporate intranet solution based on HTML and ASP is an out-dated static site that does not meet the requirements of the organisation, these being a dynamic, engaging and collaborative solution, and thus the current solution must be re-designed to meet these business requirements. The new corporate intranet will service the Corporate Office, RISA, The National Facilities and SAASTA.

2. PURPOSE

The purpose of this invitation to bid is to solicit proposals from qualified suppliers for designing, building and installing an internal corporate communication platform (intranet) for the NRF, for the purpose of this document the solution will be referred to as an internal communication platform to emphasise the goal of the project. Bidders are encouraged to visit the NRF corporate website www.nrf.ac.za to familiarise themselves with the NRF brand.

The successful bidder will partner with the NRF in implementing a corporate internal communication platform that will meet the following business objectives:

- Provide a doorway to the NRF enterprise
- Provide real time information
- Provide trusted information
- Deliver internal communication
- Promote staff engagement

These business objectives will propel the organisation in realising the following value adds:

- Knowledge management culture
- Agile business processes
- Mobile work force

This document contains sufficient information and instructions to enable qualified bidders to prepare and submit bids and supporting material. To be considered responsive, bidders must submit a complete bid that substantially satisfies all requirements as stated in this invitation to bid. This invitation to bid contains all systems requirements, evaluation criteria, and bidders' responsibilities. This invitation to bid also contains all major terms and conditions that the successful bidder will be expected to accept.

3. PROJECT DESCRIPTION

The aim of the internal corporate communication platform project is to develop a cutting edge, well-structured and efficient internal communication platform for the NRF which will serve two important objectives:

- 1) Expedite knowledge sharing and internal communication
- 2) Provide easy access to information related to the work place and other practical matters to the NRF staff.

4. PROJECT OBJECTIVES

The high-level objectives of this project are to produce an internal corporate communication platform that:

- Is of high-quality, user-friendly and will meet the needs of the organisation in-line with best practice and modern standards.
- Provides uninterrupted access to information and user-friendly functionality, critical to the success of the internal communication platform.
- Promotes knowledge sharing, builds and maintains the institutional knowledge of the organisation.
- Provides efficient information management by eliminating duplicated content storage.
- Can integrate with Microsoft office products.
- A scalable solution that can grow with the organisation.
- Can seamlessly integrate with the existing electronic records and document management system (eRDMS), a system built using Novell Vibe technology and provide a conduit through which documents that become records and stored in the eRDMS system can be accessed.
- Conforms to the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) level AA.
- Ensures defined roles and responsibilities to provide -
 - a) real-time information
 - b) relevant content
 - c) content update
 - d) content revision
 - e) routinely updates

5. SCOPE OF WORK

The Scope of Work defines the work activities and deliverables to be provided by the bidder as part of the Project. Below is the high-level scope of work to be delivered in a phased approach. The scope of work is not only limited to the scope in this document, a detailed requirement phase will be carried out as part of this project to ensure complete scope. The project scope will be managed within the NRF project management governance guide including a change management process. The deliverables, broken-down into phases, which constitutes functional requirement for the intranet are:

Phase 1:

- Customisable interface
 - Based on the iGoogle concept, allow a user to showcase what they want on the platform
 - Based on the iGoogle Smart Menu, show a list of the 20 most commonly used Intranet features
 - Allow a user to create a quick view function (a user can select a few Intranet components that always appear on the front page of the Intranet)
 - Should allow add-ons and customisation
- Upload of strategy documents including policies and procedures
- Creation of a task management features
 - A “to do” list which allows managers to add tasks for their staff.
 - Tasks can be reassigned or reprioritised by the manager by changing the employee or date associated with the task.
 - If possible, send these tasks to the individual employee’s calendar.
- RISA calendar
 - A centralised scheduling system that allows meetings and events to be scheduled from a NRF corporate, business unit, department and team level.
 - When meetings are posted, all affected personnel should be notified.
- Issues affecting NRF (announcements)
- Success stories (news)
- Staff profiles
- Staff anniversaries
- Google like search engine – a robust and efficient search functionality

Phase 2:

- Products/Services search
- Message board
 - Allow staff members to start a discussion thread/practice group/blog.
 - Allow the creation of private groups.
 - Include RSS feeds (included in this, create a YouTube type application where video clips can be loaded and viewed).
 - Create the role for a blog master to manage the content of these groups.

- HR initiatives
- Induction (including videos)
- Staff achievements (including promotions)
- Training and development
- Lunch menu
- Blogs
- Classifieds
- Staff members must be able to setup individual profiles and design

Phase 3:

- Mobile development/responsive design

5.1 CONTENT TYPES

Below are examples of expected content types. This list serves as an example and the content types are not limited to the following:

1. News article
 - Text with possible photos or videos and links
 - Likes and comments

2. Internal information article

In the same mould as a news article.

3. Important alert

Short message displayed on the front page in exceptional circumstances and for a limited period of time.

4. Calendar event
 - Information on events, seminars and/or important meetings
 - Show start and end time/date, title, description (possibly with a link) and venue
 - Can receive event details from Outlook

5. Library article

Tagged and categorised attachments appearing in an organised structure in the Library section.

6. Wiki page
 - Must be user-generated
 - Should be able to handle videos, photos, links and file attachments

- Should be editable by all users
- Changes must be tracked

5.2. PROJECT MANAGEMENT PLAN

The bidder shall produce and manage a Project Management Plan that must include a project schedule using Microsoft Project. The Project Management Plan must show the following:

- Goals and objectives
- Steps and milestones to achieve each objective
- Implementation timelines
- Project Team members, roles and responsibilities

The Project Management Plan must include recommended action steps and, if any, new prioritised internal corporate communication platform activities. An agile approach is recommended for delivery of this project where bi-weekly project steering committee meetings will be held where the bidder will be required to prepare and produce the following:

- Product status through a live show-and-tell concept
- Written bi-weekly progress reports
- Formal monthly status reports
- Bi-weekly project logs, including risk logs
- Outstanding issues and recommendations

5.3 SOLUTION IMPLEMENTATION

The bidder will install, configure and deploy the solution delivering a totally functional solution that supports the business goals and project goals, as well as the functional and technical requirements.

5.4 NRF ICT INFRASTRUCTURE

The solution will be implemented on the NRF virtualized environment which is based on VMware version 5.5. A virtual machine or virtual machines will be provisioned by the NRF for the bidder running Windows or Linux based. The bidder shall install and configure their application on the provisioned virtual machine(s). The bidder shall supply all other required software other than the operating system mentioned. The bidder shall ensure that the supplied application is compatible with the VMware infrastructure and capable of being installed on the latest version of either Windows OS or any Linux based OS. The bidder shall ensure that the supplied application is compatible with Active Directory (functional level 2003) as well as Exchange 2007 and 2013 where these technologies will be considered for integration.

The solution must comply with the following:

- Must run and comply with https (SSL)
- The vendor must supply and install the SSL certificate

- Per IP range access to the solution will be managed through the firewall.

5.5 PRODUCT TESTING

The NRF software development environment consists of a development server, a test server and a production server.

The bidder shall provide testing on the test server and ensure a fully-functional system on both the test and the production server prior to the go-live date. All testing will be expected to cover the following test levels:

- Application software and system level
- Security test
- Performance and stress testing
- Integration testing

5.6 END USER TRAINING AND SYSTEM DOCUMENTATION

The following must be provided:

- Role-based system end-user documentation such as manuals
- User guides in digital format
- Training to ensure the effective and successful use of the solution

6. BIDDER PROJECT PROPOSAL - EXPECTED DELIVERABLES

The following addresses deliverables to be provided by the bidder:

- a) An Executive Summary of a maximum of two pages that identifies the project manager as the single point of contact for the NRF during the project life-cycle. The name, work address, work telephone number, email address and experience of the project manager. The project manager will account to the NRF project steering committee and be responsible for coordination of all communications by the bidder, including software developers, implementers, and support staff
- b) An opportunity statement that includes a project and system vision
- c) Main features of the solution
- d) Project team qualifications
- e) Recommendations
- f) Project expectations and exclusions
- g) A work break-down structure plan
- h) High level project delivery time
- i) A project schedule produced in Microsoft Project
- j) A project management plan, including a project communication and quality plan
- k) A functional specification, with wireframes based on phase 1 of scope of work (see section 5)
- l) Software and components including licensing and terms
- m) System documentation including installation procedures and configuration test plan
- n) Training and knowledge transfer plan for technical administrators, developers and super users

- o) Three reference letters on internal communication platform projects implemented within the last thirty six months.

6.1 USER ACCEPTANCE TESTING, SOLUTION DELIVERY AND GO-LIVE

The key to success for this project will be a progressive partnership between the bidder and the NRF. At a minimum, solution delivery and acceptance testing will include, but will not be limited to, producing a test strategy, producing a test plan and producing test scripts. This will also include security testing, configuration testing, integration testing; stress and load testing prior to user acceptance testing sign off. A complete system test will be carried out and signed off by the NRF prior to going live.

7. SELECTION AND AWARDING OF CONTRACT

This Procurement is evaluated through a **three-stage process**.

(a) Mandatory requirements.

Bidders who comply 100% with the mandatory requirements will be eligible for the evaluation on functionality. There will be a three (3) stage process.

(b) Stage 1 –Functionality

The bidders bid response/submission is evaluated against the bid invitation specifications. Evaluation is made in accordance with the published criterion and the scoring. The bidders who scored more than **70%** will therefore qualify to go to stage 2 for presentation.

(c) Stage 2- Presentation

Based on the scoring of proposals, short listed bidders will be invited to make presentations to the evaluation committee. The presentations must include a short live demonstration of the solution and the following:

- Customisable interface
- Upload of policies, strategies and other related documents
- Creation of a task management feature
- Social content (staff profiles, anniversaries)
- RISA calendar
- Issues affecting NRF (announcements)
- Success stories (news)
- Staff anniversaries
- Google like search engine

Bidders must also be prepared to answer any technical questions to allow the evaluation committee to fully understand how the proposed system meets the requirements.

(d) Stage 3 – Awarding of the Contract

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 Bids 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 Service Providers have supplied the relevant administrative documentation, especially the Tax Clearance Certificate.

8. DUE DILIGENCE OF SUPPLY CAPACITY AND CAPABILITY

8.1 Bidders' profile

The contracted service provider is required to provide a profile of themselves for evaluation of their capacity to deliver the service required, i.e. providing details with regard to track record & years of experience in developing & implementing cutting edge internal communication platforms/intranet solutions and project delivery success rate.

8.2 Contactable References

The bidder is required to provide a list of users in South Africa to whom the similar services and equipment were supplied. **A minimum of three written references letters from their clients must be attached.**

8.3 Written references from South African Revenue Services

The bidder is required to provide evidence of good standing with their tax office. An original tax clearance certificate must be provided.

9. QUALIFYING THRESHOLDS FOR SELECTION EVALUATION

Only procurement responses/submissions that are 100% acceptable in terms of the Returnable Document List are evaluated.

9.1 Capability and Capacity Evaluation Criteria (Stage1)

Each evaluation criteria will be scored as per the scoring range below and bidders must score an overall minimum of **70%** 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:

NO.	ELEMENT and sub-element where applicable			WEIGHT
1	Evaluate the proposal against the business and the project requirements			
	5	10	20	
	Proposal does not address the set business and project objectives	Proposal partially addresses the set business and project objectives	Proposal fully addresses the set business and project objectives	20 points
2	Evaluate the proposed functional specification against requirements			
	5	10	20	
	Proposed features and functions do not meet the requirements set in phase1	Proposed features and functions partially meet the requirements set in phase1	Proposed features and functions fully meet the requirements set in phase1	20 points
3	Evaluate the capability of the bidder in terms of experience in delivering on projects of same or similar nature.			10 points
	<ul style="list-style-type: none"> A list reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder/ tenderer. 			
4	CV of the project managers			20 points
	Project manager 8-10 years' experience= 20 points Project manager 4-7 years' experience = 10 points Project manager 1-3 years' experience = 5 points			
5	Experience of the project staff			10 points
	Projects staff 6-8 years' experience = 10 points Project staff 4-5 years' experience = 7 points Project staff 1- 3 years' experience= 5 points			
6	A detailed Project Management Plan			
	5	10	20	20 points
	Not enough information on how the project will be executed	Little or limited information or indication on how the project will be executed	Information is well presented on how the project will be executed.	

TOTAL	100
Bidders must score an overall minimum of 70% or more in order to proceed to the next stage of evaluation. (presentation)	

Stage 2-Presentation

PRESENTATIONS		
NO	ELEMENT	WEIGHT
1	Evaluate the bidders understanding of the NRF project objectives	40
2	Administration system must be user friendly (Ability for non-technical staff to create and engage)	30
3	Evaluate the bidders technical capabilities to deliver on the scope of work	30
	TOTAL	100
	The bidders who scored more than 70% will qualify for Preferential Procurement Policy 2011 Regulations (Price and BBEE).	

10. Contract Management

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 supply provider. The contract is inclusive of services and contract conditions as specified in this document.

All services required in this procurement contract are rendered through the following sub-processes:

- Pre-numbered requests for services is submitted to the service provider by the NRF indicating up-to-date information of the service required and requesting cost and delivery confirmation be provided to the NRF.
- An official Service Instruction Purchase Order for the agreed service is generated by the NRF prior to the commencement of the delivery of such required service.
- The Purchase Order above specifies an exact description including price and the quantity, date and location of service to be rendered.
- On delivery of the service, the NRF's representative signs a delivery receipt to validate that the service has been delivered satisfactorily (design of the delivery receipt will be mutually agreed once the contract is signed).
- Service providers must attach the signed validated delivery receipt to the invoice submitted to the

NRF for payment.

11. 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 or a Purchase Order and continues till the completion of the project. The service provider is expected to provide support services for a period of 12 months.

**PRICING SCHEDULE – STANDARD BIDDING DOCUMENT 3.1 (FIRM PRICES)
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL NOT BE ALLOWED AT THE PERIODS AND TIMES WHEN THERE IS A MATERIAL PETROL PRICE INCREASE (i.e. greater than 25%)

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....		
Bid number:	Closing Time 11:00	Closing date: 29 February 2016

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

Cost Component/ Description	A QUANTITY	B UNIT PRICE R0.00.c	C (= A x B) TOTAL PRICE (All applicable taxes included) R0.00.c
<i>Licences: for 1200 concurrent users</i>	0		
Software licensing	0		
Third party licenses	0		
Services:			
Project Management	0		
Software Development			
Costs from Functional and Technical Specification (if any)	0		
Other Services	0		
Training and manuals	0		
Support and Maintenance contract (Year 1)	0		
EXTRA ITEMS NOT LISTED ABOVE			

TOTAL BID PRICE (Totals for C) (Inclusive of all applicable taxes)		R	
B-BBEE STATUS LEVEL OF CONTRIBUTION (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

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

12. Contract Price

The bidder is required to accommodate all the factors which may influence price fluctuation when determining the contract price. No price adjustments, flowing from any factor influencing price fluctuations, will be allowed other than the three specified above, after award and during the contract period.

13. Payment

The NRF undertakes to pay performance verified invoices in full within thirty (30) days from receipt of the contractor’s invoice. No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service provider is paid. The NRF does not accept pre-dated invoices. Payments will be made in a milestone approach, to be agreed upon with the service provider.

14. 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 Contractor 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	1	2	3	4	5	6	7	8	Non complaint
Number of points per system	10	9	8	5	4	3	2	1	0

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

B-BBEE Status Level of Contribution	=	Number of points claimed
	=	

(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 Contractor from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Contractor'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 Contractor 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

15. SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

As per paragraph 5.2.2, the bidder may not sub-contract any portion of this contract.

16. GENERAL CONDITIONS OF CONTRACT

16.1 NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

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

16.2 CLAUSES IN THIS BID INVITATION (CONDITIONS OF CONTRACT)

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

16.3 RESPONSE PREPARATION COSTS

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

16.4 CANCELLATION PRIOR TO AWARDING

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

16.5 LATE BIDS RECEIVED

- 16.5.1 Bids submitted after the stipulated closing date (and time) are not considered.

16.6 COLLUSION, FRAUD AND CORRUPTION

16.6.1 Any effort by Contractor/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the contractor concerned.

16.7 CONFIDENTIALITY

16.7.1 The successful Contractor agrees to sign a general confidentiality agreement with the NRF.

16.8 VALIDATION OF SUBMITTED DOCUMENTATION

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

16.9 PRESENTATIONS AND PROOF OF FUNCTIONALITY

16.9.1 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.

16.10 INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

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

16.11 INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

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

16.12 DEFINITIONS

The following terms shall be interpreted as indicated:

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

16.12.2 "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.

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

16.12.4 "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.

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

government and encouraged to market its products internationally.

- 16.12.6 "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.
- 16.12.7 "Day" means calendar day.
- 16.12.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 16.12.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 16.12.10 "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.
- 16.12.11 "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.
- 16.12.12 "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.
- 16.12.13 "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 contractor, and includes collusive practice among contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the contractor of the benefits of free and open competition.
- 16.12.14 "GCC" means the General Conditions of Contract.
- 16.12.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 16.12.16 "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.
- 16.12.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

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

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

16.12.21 "Purchaser" means the organization purchasing the goods.

16.12.22 "Republic" means the Republic of South Africa.

16.12.23 "THIS PROCUREMENT INVITATION" means the Special Conditions of Contract.

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

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

16.13 Application

16.13.1 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.

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

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

16.14 General

16.14.1 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.

16.14.2 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

16.15 Standards

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

16.16 Use of contract documents and information; inspection

- 16.16.1 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.
- 16.16.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 16.1 except for purposes of performing the contract.
- 16.16.3 Any document, other than the contract itself mentioned in GCC clause 16.1 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.
- 16.16.4 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.

16.17 Patent rights

- 16.17.1 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.

16.18 Performance security

- 16.18.1 Within thirty (30) days of receipt of the notification of contract award, the successful contractor shall furnish to the purchaser the performance security of the amount specified in the special condition of contract. Special Condition of Contract: No performance security.
- 16.18.2 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.
- 16.18.3 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

16.18.4 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 the special condition of contract. Special Condition of Contract: No performance security.

16.19 Inspections, tests and analyses

16.19.1 All pre-bidding testing will be for the account of the contractor.

16.19.2 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 contractor or contractor shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on its behalf.

16.19.3 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.

16.19.4 If the inspections, tests and analyses 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.

16.19.5 Where the supplies or services 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.

16.19.6 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.

16.20 Packing

16.20.1 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.

16.21 Insurance

16.21.1 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.

16.22 Transportation

16.22.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the THIS PROCUREMENT INVITATION.

16.23 Incidental services

16.23.1 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.

16.23.2 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.

16.24 Spare parts

16.24.1 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.

16.25 Warranty

- 16.25.1 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.
- 16.25.2 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.
- 16.25.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 16.25.4 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.
- 16.25.5 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.

16.26 Payment

- 16.26.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.
- 16.26.2 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.
- 16.26.3 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.
- 16.26.4 Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

16.27 Prices

16.27.1 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 for a bid validity extension, as the case may be.

16.28 Contract amendments

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

16.29 Assignment

16.29.1 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.

16.30 Subcontracts

16.30.1 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.

16.31 Delays in the supplier's performance

16.31.1 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.

16.31.2 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.

16.31.3 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.

16.31.4 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.

16.31.5 Except as provided under GCC, 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

32, unless an extension of time is agreed upon pursuant to GCC Clause 31.2 without the application of penalties.

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

16.32 Penalties

16.32.1 Subject to GCC Clause 35, 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 33.

16.33 Termination for default

16.33.1 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 31.2;
- (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.

16.33.2 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.

16.33.3 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.

16.33.4 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.

16.33.5 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.

16.33.6 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.

16.33.7 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.

16.34 Anti-dumping and countervailing duties and rights

16.34.1 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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

16.35 Force Majeure

16.35.1 Notwithstanding the provisions of GCC Clauses 32 and 33, 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.

16.35.2 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.

16.36 Termination for insolvency

16.36.1 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.

16.37 Settlement of disputes

16.37.1 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.

16.37.2 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.

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

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

16.37.5 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.

16.38 Limitation of liability

16.38.1 Except in cases of criminal negligence or wilful 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;
- (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.

16.39 Governing language

16.39.1 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.

16.40 Applicable law

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

16.41 Notices

16.41.1 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

16.41.2 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.

16.42 Taxes and duties

16.42.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

16.42.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

16.42.3 No contract shall be concluded with any contractor 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 contractor. This certificate must be an original issued by the South African Revenue Services.

16.43 National Industrial Participation (NIP) Program

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

16.44 Prohibition of restrictive practices

16.44.1 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 contractor (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

16.44.2 If a contractor(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.

16.44.3 If a contractor(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 contractor(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 contractor(s) or contractor(s) concerned.

17 DECLARATION OF INTEREST (SBD 4)

<p>Any legal person, including persons employed by the State¹, 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 Contractor or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:</p>
<ul style="list-style-type: none"> • The Contractor is employed by the State; and/or
<ul style="list-style-type: none"> • 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.
<p>In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:</p>

<ul style="list-style-type: none"> • Full Name of Contractor or his/her representative 		
<ul style="list-style-type: none"> • Identity Number: 		
<ul style="list-style-type: none"> • Position occupied in the Company (director, trustee, shareholder², member): 		
<ul style="list-style-type: none"> • Registration number of company, enterprise, close corporation, partnership agreement or trust: 		
<ul style="list-style-type: none"> • Tax Reference Number: 		
<ul style="list-style-type: none"> • VAT Registration Number: 		
<ul style="list-style-type: none"> • 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: 		
<ul style="list-style-type: none"> • Schedule attached with the above details for all directors/members/shareholders 	Yes	No
<ul style="list-style-type: none"> • Are you or any person connected with the Contractor 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 Contractor is employed		
Position occupied in the state institution		
Any other particulars:		
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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? 	Yes	No

If so, furnish particulars as an attached schedule:		
<ul style="list-style-type: none"> Do you, or any person connected with the Contractor, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule. 	Yes	No
<ul style="list-style-type: none"> Are you, or any person connected with the Contractor, aware of any relationship (family, friend, other) between any other Contractor 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: 	Yes	No
<ul style="list-style-type: none"> 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: 	Yes	No

18 DECLARATION OF CONTRACTOR'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> Is the Contractor 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: 	Yes	No
<ul style="list-style-type: none"> Is the Contractor 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: 	Yes	No
<ul style="list-style-type: none"> Was the Contractor 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: 	Yes	No
<ul style="list-style-type: none"> Was any contract between the Contractor 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: 	Yes	No
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		

19 CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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:

<ul style="list-style-type: none"> I have read and I understand the contents of this Certificate; 	Yes	No
<ul style="list-style-type: none"> I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; 	Yes	No
<ul style="list-style-type: none"> I am authorised by the Contractor to sign this Certificate, and to submit the Bid, on behalf of the Contractor; 	Yes	No
<ul style="list-style-type: none"> Each person whose signature appears on the Bid has been authorised by the Contractor to determine the terms of, and to sign, the Bid on behalf of the Contractor; 	Yes	No

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 Contractor, whether or not affiliated with the Contractor, 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 Contractor and/or is in the same line of business as the Contractor

The Contractor 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.

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 Contractor, 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

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.

20 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
Contractor'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 BBBEE certificate	
Declaration of Interest (SBD4);	Declaration of Contractor'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 Contractor 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 _____