



# 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>	NRF/RISA B&M/1/2016	<b>CLOSING DATE:</b>	27 JULY 2015	<b>CLOSING TIME</b>	11:00
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### SHORT DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF THE EXISTING TELEPHONE SYSTEM AT THE NATIONAL RESEARCH FOUNDATION PREMISES IN BRUMMERIA, PRETORIA FOR A PERIOD OF THREE (3) YEARS.

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

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

Preferential Procurement System applicable (Price points: Preference Points): **80:20**.

Compulsory Briefing Session/ Site Visit	Date and Time:	10h00 on the 15 <sup>th</sup> of July 2015
	Location:	National Research Foundation premises in Pretoria

Validity period from date of closure: 150 days

### SUBMISSION OF PROPOSALS EITHER PHYSICALLY OR BY COURIER

NATIONAL RESEARCH FOUNDATION  
CSIR SOUTH GATE  
MEIRING NAUDE ROAD  
BRUMMERIA  
PRETORIA  
0184

### ENVELOPE ADDRESSING:

Bid Number and Name,  
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 – 481 4117
	Email:	ezeziel.jonas@nrf.ac.za

**ANY TECHNICAL ENQUIRIES DIRECTED TO:**

Contact Person:	Mr. Petie Roos	
	Tel:	012 – 481 4217
	Email:	petie@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)**

1	Signed and completed Procurement Invitation – page 1 - 37
2	A company profile indicating a minimum of five years (5) years' experience in the industry and must prove that they have the capacity to undertake a project of this nature and size. Letters from three (3) contactable written references from previous or current clients/ customers of the bidder.
3	A list reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder/ tenderer. (Maximum of Five).
4	Proof of training of the Technicians who will be working on the NRF's MX 1 ERICSSON/ AASTRA system.) Valid certificate from the Independent Communications Authority of South Africa (ICASA) indicating eligibility to work on the ERICSSON/PABX system.
5	A detailed schedule indicating the maintenance activities to be implemented during the contract period.
6	Detailed Pricing schedule in the SBD3 Format.
7	SBD6.1 (Preference Claim Form) Signed with the supporting B-BBEE Certificate.
8	Original and Valid SARS Tax Clearance certificate.
9	Registration Proof of legal identity per entity (Certificate of Incorporation).
10	Bank details.

**Failure to submit all the above documents will lead to automatic disqualification from the evaluation process.**

## RESPONDENT CONTRACTOR DETAILS

<b>RESPONDENT CONTRACTOR DETAILS</b>			
NAME OF CONTRACTOR:			
REPRESENTED BY:			
POSTAL ADDRESS:			
PHYSICAL ADDRESS:			
TELEPHONE NUMBER		CELL 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]			
Manufacturer	<input type="checkbox"/>	Supplier	<input type="checkbox"/>
Professional Services	<input type="checkbox"/>	Other service providers e.g. transporter, 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)			<input type="checkbox"/>
A registered auditor			<input type="checkbox"/>
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. FULL SUPPLY DESCRIPTION**

The National Research Foundation seeks to appoint a service provider/ contractor who will be responsible for the ERICSSON MX-1 and MAN 3000 Telephone System maintenance, repair, licencing and programming for a period of three years.

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

The NRF-RISA building situated in Pretoria East adjacent to the south gate of the CSIR campus consists of four floors which includes offices, a registry, a media resource centre, meeting rooms, an auditorium, dining areas, server room and reception. All communication channels in all of these areas needs to be fully operational at all times.

The ERICSSON telephone system also serves a staff complement of 335 which requires a fully operational telephone system on a daily basis.

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

This Procurement is evaluated through a two-stage process.

### **4.1 Stage 1 – Selection of Qualified Contractors (from compliant and technically qualified bids received)**

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.

### **4.2 Stage 2 – 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 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 Contractors have supplied the relevant administrative documentation, especially the Tax Certificate.

**Objective Reasons** - Contracts are awarded in terms of PPPFA section 2(f) after both parties have signed the Contract Form (SBD7).

## 5. GENERAL DESCRIPTION OF THE EQUIPMENT

The components comprising the systems covered by this contract are listed below and are already existing:

### STANDARD ERICSSON MX-1

No.	Item Description	Qty
1	Analogue Extensions Ports	80
2	Digital Extensions Ports	335
3	Analogue Trunks	15
4	Digital Telkom Trunks	1
5	CTI Adaptor (Switch at switch board for integration)	1
6	Operators Ports (PC base, port from MX-1 to switch board)	1
7	ISDN Terminals (Boardroom)	0
8	Voice Mail System	1
9	System Software (Control CPU on MX-1)	1
10	Digital Phone Handsets	335
11	Analogue Phone Handsets	40
12	Man 3000 telephone cost system	1

## 6. SPECIFICATION

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

### 6.1. PROJECT SPECIFICATION

#### 6.1.1 General Description of Works

This contract comprises a comprehensive preventive maintenance service entailing regular testing and inspections of the telephone system at specific intervals, and consequently carrying out routine and breakdown maintenance. In the event of failures, the Contractor shall do all the necessary repairs and re-commission the telephone system to full working order.

The work shall include:

- Restoration of the system, where required

- Routine preventive maintenance
- Corrective maintenance
- Breakdown maintenance
- Repair and replacement of spare parts.
- Maintenance of equipment records and inventory control systems.
- Updating of software, where required.

The Contractor shall in addition to his own personnel, also be required to provide his own tools, transport and test equipment as well as all other facilities deemed necessary by him. The price tendered for the maintenance and restoration of the system shall include the above items as well as all other costs for spares and consumables needed in order to execute the work in accordance with the specifications.

## **6.2 DETAIL TECHNICAL SPECIFICATION FOR THE PREVENTIVE MAINTENANCE OF EQUIPMENT LISTED IN SECTION 5 OF THIS SPECIFICATON**

### **6.2.1 General**

All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall be required to keep critical items in stock, at his own cost, in order to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor, and shall remain his property when the contract lapses.

### **6.2.2 Routine Preventive Maintenance**

This entails the tendering of services for diagnosing the deterioration of equipment and the subsequent action to restore the equipment to its correct functional level in the workshop or in the workstation.

### **6.2.3 Corrective Maintenance**

This entails regular observation of the equipment with the intention of identifying minor breakdowns of the equipment and subsequent action to restore it to its correct functional and operational state.

### **6.2.4 Breakdown Maintenance**

This entails the urgent repair and/or replacement of defective equipment and subsequent action to restore it to its correct functional and operational state. The broken units must be replaced with loan units before removal from the premises.

### **6.2.5 Repair and Replacement of Parts**

This entails the replacement of defective parts and the repair of such defective parts.

### **6.2.6 Additions/extensions to the systems**

On request by the NRF, the Contractor may be required to install or move telephone points and the unit

costs of these activities must be indicated on the pricing schedule as these variable costs are not included in the general maintenance costs. The NRF reserves the right to pay the Contractor only an amount equal to market related prices plus mark-up should suppliers' prices be excessive.

### **6.2.7 Maintenance Frequency**

Routine maintenance of equipment (i.e. telephone handsets) shall be carried out every six months. The Contractor shall within 60 days of the commencement of the Contract, draw up, for approval by the NRF, a **draft master maintenance schedule** based on his routine maintenance intervals for the various items or equipment.

The master schedule shall be calendar based, that is, at the end of every month a comprehensive report must be handed in to the NRF representative indicating what was done during the month.

The contractor must backup system information on a weekly basis and the MX-1 Ericsson unit serviced and checked to make sure that all cards are in working order.

### **6.2.8 Logistic Support**

The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals and other documentation to achieve the contract performance guarantee.

### **6.2.9 NRF's Obligations**

The NRF will be solely responsible for operating the systems. When a fault occurs, the system operators will execute prescribed reset procedures, provided by the Contractor. In the event that the equipment becomes operational again, the operator will not call out the Contractor, but will log the fault and reset operations in the control logbook. If the equipment remains faulty, the operator will notify the Contractor immediately and will log the incident, and the call-out of the Contractor, in the logbook.

The NRF representative will check all work sites to ensure that the standards are met and maintained.

### **6.2.10 Contractor's Responsibilities**

The Contractor shall be responsible, and bidders shall allow for in their bid prices, for the complete maintenance service, i.e. routine preventive and corrective maintenance, breakdown and repair maintenance, replacement and stocking of spare parts.

The Contractor must make sure that the Junction Board/ panel server room is neat at all times with no loose wires lying around. They must be properly marked with an indication list next to panels clearly stating for which room.

The contractor must ensure that all Trunking Covers, Telephone and Facsimile Points are correctly replaced and properly secured.

In instances where new cables are installed, the contractor must ensure that safety notices are displayed and all new and old installations must be properly marked on the outlet box in office.

The contractor shall carry out inspections and checking of the equipment detailed in **Section 5**. Each inspection and test shall be recorded and listed in the monthly report, giving the date of the inspection and the nature of the test, complete with the names of persons carrying out such tests, and inspection test results. Testing of repaired faulty equipment shall also be reflected in this list.

The Contractor shall ensure that the NRF representative is conversant with the system and reset procedures. Telephone numbers of contact persons shall be provided by the Contractor to the NRF representative.

The Contractor shall at any time during the contract period, maintain, and repair or replace, faulty equipment upon receipt of an instruction from the NRF, within the Repair Time as defined in **paragraph 6.3.3**, at no additional cost to the NRF.

The Contractor shall restore or repair the equipment to the original operational condition, recalibrate and re-commission the equipment on completion of each maintenance service carried out. The Contractor shall rectify any fault condition of which he becomes aware, even if it has not been reported by the user. Such rectification's shall also be logged and listed in the monthly report.

The information of the system and equipment in this specification is given, and intended only, to provide a guide and overview of the Contractor's responsibilities. The information given shall not be regarded as complete or exact.

## **6.3 MAINTENANCE CONTROL SYSTEMS**

### **6.3.1 Monthly Reports**

The Contractor shall submit written quarterly reports to the NRF on the status of the systems and progress achieved. The Contractor shall prepare his own schedules and service sheets for acceptance by the NRF and shall make his own arrangements for printing and duplicating of monthly reports and service sheets.

The reports shall also be countersigned by the specifically appointed NRF representative in charge of the building or room in which the equipment is situated, and he shall endorse the sheets to the effect that the system is, in his opinion, operating satisfactorily. His/ Her name in print, his signature, the date and his telephone number must appear on the sheet.

### **6.3.2 Site Maintenance Log**

The Contractor shall provide a maintenance/repair log book, which shall be kept in the master control room for record purposes. This logbook will remain the property of the NRF and may not be removed from the master control station under any circumstances. To ensure easy control by all parties involved, the logbook shall have triplicate sheets. The master sheet shall be supplied to the NRF representative with the Monthly Reports. The first copy is for use by the Contractor, the second copy for the NRF representative and the third copy shall stay in the logbook. The Contractor and/or the User shall be required to record the following in a chronological order:

- Fault incidences



- Fault notification to Contractor
- Any re-notification
- Replacement spares used
- Contractor's attendance for routine
- and break down maintenance
- Any visit to Site by the Contractor, with reasons for the visit.

The Contractor shall provide adequate supplies of these logs and shall submit the format to the NRF for approval within 14 days of the award of the Contract. Faults will be reported to one specific address only, which has the necessary telephone and facsimile facilities. Faults will be reported to the Contractor by telephone or email. In the event of a complaint by telephone, the Contractor shall supply the reporter with a complaint number, which must be entered into the logbook by the reporter of the complaint. The Contractor shall inform his staff to instruct the reporter to enter the details of the complaint in the logbook.

### 6.3.3 Repair and Response Time

It shall be expected of the Contractor to relate his actions in respect of call-outs, repairs and general maintenance to specific prescribed response and repair times. Depending on the urgency of the call-out, the response times may vary and the table below indicates maximum time-spans.

Call-out Type	Response Time	Repair Time
System Failure	1 hour	4 hours
Cable Faults	24 hours	3 hours
Telephone handset repairs	5 days	5 hours
Any other related problems on the MAN 3000	4 hours	3 hours
Moving or New installation of telephone points	24 hours	2 hours/ point

Where repairs and maintenance costs are not covered under the maintenance agreement, the contractor must provide a specific quotation for approval by the NRF before proceeding with the work.

#### 6.3.3.1 Refer definition below

- **Response Time** shall mean the time lapsed from the time the call-out is logged by the system operator or person making the call, until the Contractor responds on site. A record will be kept in the control logbook.
- **Repair Time** shall mean the maximum time taken by the Contractor to repair the fault, in order to limit the **downtime** of the system to a minimum. Repair time will be measured from the time the Contractor's response on site is logged, until such time as the fault is rectified and signed off in the control logbook.
- **Downtime**, with respect to call-outs, shall mean the total time for which the system is not 100% operational, i.e. Response time plus Repair time.

#### **6.3.4 Site Meeting**

A meeting between the NRF and/or its duly appointed representative, and the Contractor shall be held at least once per month or more frequently if so required by the NRF, at a time, date and venue determined by the NRF, to discuss all aspects of the maintenance of works as documented in the Monthly Report. No additional compensation will be paid for this.

The site meetings will be under the chairmanship of the NRF representative and/or his duly appointed representative.

#### **6.4. PERFORMANCE SPECIFICATION**

##### **6.4.1 General**

The Contractor's performance will be measured against the following four parameters:

- Minimum incidence of faults
- Minimum down-time
- Good record and housekeeping
- Optimal service costs

Operational efficiency will be evaluated against the standards set out above. The statistics will be recorded and set out in the quarterly report submitted to the NRF by the Contractor.

##### **6.4.2 Performance Standard**

The Contractor shall restore the system and maintain it to ensure the successful operation thereof. For this purpose, the minimum requirements shall be measured against an availability of the overall system of 90% or better.

The contractor must exercise due care and diligence at all times while working on the NRF telephone system and equipment. Any damage resulting from the actions or work done by the contractor to the system or other property of the NRF will be for the cost of the contractor.

##### **6.4.3 Guarantee of Performance and Penalty Clause**

The Contractor shall guarantee the availability of 90% of the overall system, at all times. In the event of the Contractor failing to achieve this specified availability, a penalty, equal to FIFTY CENTS per ONE HUNDRED RAND OF THE TOTAL CONTRACT VALUE of EACH INDIVIDUAL FAULT ON SITE will be levied against the Contractor for EACH TIME that the overall system availability is below the availability percentage as specified herein.

The penalty will be levied in each month during which the availability is below the specified percentage, and NOT on an annual, or contract basis.

##### **6.4.4 Service Level and Dispute Resolution**

Where there is an issue with the service level, The NRF or the Contractor, may declare a dispute. The service provider and NRF will have 24 hours to investigate such issues. The two parties will meet within 36

hours to settle or resolve the dispute and agree on the action plan and follow-up monitoring tools.

## **6.5. RESTORATION OF THE SYSTEM**

After award of the Contract, the Contractor shall restore all faulty equipment to the satisfaction of the delegated NRF representative. The items under **Section 5.** of this specification shall include labour, overhead expenses, travelling, profit and all other items necessary in restoring the system to full functioning in accordance with the manufacturer's specification, the NRF's Standard Specifications, and/or the Additional Specification, all of which as applicable during the original installation. The purpose of this restoration is to ensure that the system will function as was intended at the time of the original installation.

Where bidders can prove to the satisfaction of the NRF that spares are not available to restore the system to its original state, or that upgrading of the system will be more economical, bidders can allow in their bids for replacing the system or components with a new system or components, provided that this new system is approved by the NRF and complies with the NRF's Standard Specifications applicable at the bid date.

With reference to the paragraph above, bidders shall clearly indicate in their bids the method of restoration they have allowed for, as well as motivation thereof. Bidders shall, with due cognizance of the functional condition of the existing system(s) indicate the maximum period required to restore the system(s) in compliance with the requirements hereof. Should the NRF consider this period to be excessive, it shall reserve the right to, in consultation with the successful bidder, shorten the period to that which it would consider being feasible, practical and reasonable.

In the event of the Contractor failing to complete the restoration within the period so determined, the availability of the system at 90% shall become applicable. During this phase the Contractor shall ensure that all possible equipment remains functional. This shall be achieved, for example, by removing and replacing equipment on one floor or zone, ensuring that it functions properly before moving on to the next floor or zone. The User shall be informed on a daily basis of those portions of the system, which will not be functional, so as to enable the User to make appropriate arrangements to compensate for non-functional portions of the system.

No escalation will apply to this phase of the Contract. No progress claims shall be made during this phase. Payment of the restoration will be a once-off payment of the total amount to restore as priced and indicated on **Section 14 on the Pricing Schedule (SBD3.1) Part B – Special Activities.** Payment will be made only after total completion of the restoration and a 21 day "hands-off" trial period. Should any malfunction of, or problems with, the system(s) occur during the 21 day "hands-off" period, the cycle will be extended by a further 21 days after the rectification of the malfunction and/or the problem.

During the "hands-off" period the Contractor shall be expected to continue normal maintenance, as prescribed and required, to keep the system functional to the availability as specified (i.e. 90%). Any replacement/repair of equipment during the "hands-off" period shall be subject to approval of, and prior arrangement with, the NRF Representative, whose decision to whether the said replacement/repair is considered as normal maintenance or as a result of faults in the restoration, shall be final.

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

### **7.1 Contractor's profile**

Contractor 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 equipment, human & operational resources, and details of contracts/ agreements that they hold as well as experience in Telecommunication and PABX services.

### **7.2 Contactable References (Track Record)**

The bidder is required to provide three (3) written contactable references from previous and present customers/ clients in which the customer/ client declare the following:

Criteria	Below Expectations	Meets Expectations	Above Expectations
Professionalism			
Interpersonal skills			
Turn around/completion times			
Satisfaction with the work done			
Overall Impression (i.e. would use again)			

**The bidder must also provide a customer list indicating project type, dates, value and contact details so that the NRF may contact these companies directly for references.**

### **7.3 Contractor's Human and Operational Resources**

The bidder must provide details regarding the technical expertise of the technicians and management who will be dedicated to this contract. Provide their experience and qualifications related to the project.

Proof of training of the Technicians who will be working on the NRF's MX 1 ERICSSON/ AASTRA system.

### **7.4 Applicable Standards and Registration**

The bidder must provide proof of registration with the Independent Communications Authority of South Africa (ICASA). A valid licence (certificate) from ICASA which enable the service provider to work on the ERICSSON/PABX system.

### **7.5 Written references from South African Revenue Services**

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

### **7.6 Written references of good supply practices**

The bidder is required to provide written reference of its ethical and good practices through completion of

the SBD8 in this procurement invitation.

### 7.7 Written references of good pricing practices

The bidder is required to provide written reference of its non-involvement in price collusion through completion of the SBD9 in this procurement invitation.

### 7.8 Written references of independence from government in this procurement

The bidder is required to provide written reference of its non-involvement with members of government and the National Research Foundation through completion of the SBD4 in this procurement invitation.

## 8 Qualifying Thresholds for Selection (Stage 1) Evaluation

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

Bids scoring less than the threshold of **70%** in all the criterion and, where GO/NO GO scoring is applied, scores of “NO GO”, are marked as failed and will not be considered for the next stage of evaluation.

## 9 Stage 1 - Selection on Specifications and Capabilities and Capacities

### 9.1. “GO and NO GO” Evaluation Criteria

SELECTION CRITERIA		
NO.	ELEMENT	SCORE
1	A company profile indicating a minimum of five years (5) years' experience in the industry and must prove that they have the capacity to undertake a project of this nature and size.	GO/NO GO
2	Letters from three (3) contactable written references of previous or current clients/ customers of the bidder.	GO/NO GO
3	A list reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder/ tenderer. (Maximum of Five)	GO/NO GO
4	Proof of training of the Technicians who will be working on the NRF's MX 1 ERICSSON/ AASTRA system.)	GO/NO GO
5	Valid certificate from the Independent Communications Authority of South Africa (ICASA) indicating eligibility to work on the ERICSSON/PABX system.	GO/NO GO
<b>Bidders must score “GO” on all the above to be considered for the next stage of evaluation.</b>		

### 9.2 . 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 **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:

Scoring Range	0	1	2	3	4
Definition	No Information to make assessment	Poor	Average	Meets Requirements	Exceeds Requirements

**Total Evaluation Score** = [Score x weighting x No. of Evaluators]/[Maximum Score x 100 x No. of Evaluators]

NO.	ELEMENT and sub-element where applicable	WEIGHT
1	Evaluate the capability of the bidder in terms of the reference letters provided. (Contactable written references from previous or current clients/ customers of the bidder)	30.00%
2	Evaluate the capability of the bidder in terms of experience in delivering on projects of same or similar nature. <ul style="list-style-type: none"> <li>A list reflecting the type, customer, dates, size and duration of previous and/or current same or similar completed work executed by bidder/ tenderer.</li> <li>The company profile.</li> </ul>	20.00%
3	Evaluate the capability and training of the Technician who will be working on the NRF's MX 1 ERICSSON/ AASTRA system.	20.00%
4	Evaluate capability and capacity of the bidder in terms of the detailed schedule indicating the maintenance activities to be implemented during the contract period.	30.00%
TOTAL		100%
<b>Bidders must score an overall minimum of 70% or more in order to proceed to the next stage of evaluation.</b>		

## 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 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.

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

- Request a detailed quotation/information/up to date information of the supply required,
- Evaluation of the supply quotation/information received against the contract and the as and when required requirements as specified on the request for information,
- Where necessary, request either further detail.
- Where necessary, negotiate upon value of supply quoted, and
- The issue of an official Works/Supply Instruction Purchase Order for the agreed supply prior to the commencement of the delivery of such required supply.
- The Purchase Order above specifies the exact description including catalogue numbers and unit pricing as in this contract as well as the quantity, date of the required delivery and location of the delivery.

### **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 and will continue for a period of three (3) years until 2018.

### **12 Delivery Verification**

NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.

The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.

### **13 Supply Performance Management**

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

## 14 PRICING SCHEDULE FOR THE DURATION OF THE CONTRACT

### (Standard Bidding Document 3.1 (Fixed Price Contract))

NOTE	<p>Only firm prices accepted. The price quoted is fully inclusive of all costs and taxes delivered to the NRF premises.</p> <p>No changes, extensions, or additional ad hoc costs are accepted once the contract has been signed unless such change process is included in the contract.</p> <p>Detailed information is optional and provided as annexures to the details provided below.</p>
	Procurement Bid price in South African currency, foreign exchange risk is for the account of the Contractor.
	Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form

OFFER TO BE VALID FOR	150 days	FROM CLOSING DATE OF BID.
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#### Part A – General Maintenance

Year	Monthly Instalment	Months	TOTAL PRICE
1 <sup>st</sup> (First) Year	R	x12	R
2 <sup>nd</sup> (Second) Year	R	x12	R
3 <sup>rd</sup> (Third) Year	R	x12	R
<b>TOTAL PRICE FOR GENERAL MAINTENANCE (Inclusive of all taxes)</b>			<b>R</b>

#### Part B – Special Activities

	Item description	1 <sup>st</sup> Year Price	2 <sup>nd</sup> Year Price	3 <sup>rd</sup> Year Price	Total Amount (Year 1+2+3)
<b>1</b>	Moving the Telephone point	R	R	R	R
<b>2</b>	Installing new Telephone point	R	R	R	R
<b>3</b>	Moving the Network point CAD 6	R	R	R	R
<b>4</b>	Install new Network point CAD 6	R	R	R	R
<b>6</b>	Any Other (Please specify):				R



<b>7</b>	Any Other (Please specify):	R
<b>TOTAL PRICE FOR SPECIAL ACTIVITIES (Inclusive of all taxes)</b>		<b>R</b>
<b>OVERALL TOTAL BID PRICE FOR THREE (3) YEARS (Inclusive of all taxes)</b>		<b>R</b>
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
If the offer does not comply with specification, indicate deviation(s) in a separate attached schedule.		

## 15 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 after award and during the contract period.

## 16 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 predated invoices.

## 17 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	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 (Non-compliant)	0	0
5	4	8			

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

**18 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 Contractor will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Contractor 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 Contractor qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- ii. A Contractor 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 Contractor concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **19 Conditions of Contract**

### **a. 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.

### **b. CLAUSES IN THIS BID INVITATION (CONDITIONS OF CONTRACT)**

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

### **c. RESPONSE PREPARATION COSTS**

- i. 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.

### **d. CANCELLATION PRIOR TO AWARDING**

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

### **e. LATE BIDS RECEIVED**

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

### **f. COLLUSION, FRAUD AND CORRUPTION**

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

### **g. CONFIDENTIALITY**

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

### **h. VALIDATION OF SUBMITTED DOCUMENTATION**

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

### **i. PRESENTATIONS AND PROOF OF FUNCTIONALITY**

- i. 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.

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

- i. 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.

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

- i. 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

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

- i. 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.

**m. DEFINITIONS**

The following terms shall be interpreted as indicated:

- i. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- ii. "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.
- iii. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- iv. "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.
- v. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- vi. "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.
- vii. "Day" means calendar day.

- viii. "Delivery" means delivery in compliance of the conditions of the contract or order.
- ix. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- x. "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.
- xi. "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.
- xii. "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.
- xiii. "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.
- xiv. "GCC" means the General Conditions of Contract.
- xv. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- xvi. "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.
- xvii. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- xviii. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- xix. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- xx. "Project site," where applicable, means the place indicated in bidding documents.

- xxi. "Purchaser" means the organization purchasing the goods.
- xxii. "Republic" means the Republic of South Africa. 1.23 "THIS PROCUREMENT INVITATION" means the Special Conditions of Contract.
- xxiii. "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.
- xxiv. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**n. Application**

- i. 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.
- ii. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- iii. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**o. General**

- i. 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.
- ii. 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)

**p. Standards**

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

**q. Use of contract documents and information; inspection**

- i. 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.

- ii. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- iii. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- iv. 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.

**r. Patent rights**

- i. 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.

**s. Performance security**

- i. 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 THIS PROCUREMENT INVITATION.
- ii. 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.
- iii. 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
- iv. 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.

**t. Inspections, tests and analyses**

- i. All pre-bidding testing will be for the account of the contractor.
- ii. 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 Department or an organization acting on behalf of the Department.
- iii. 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.
- iv. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- v. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- vi. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- vii. 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.
- viii. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in

terms of Clause 23 of GCC.

**u. Packing**

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

**v. Delivery and documents**

- i. 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.
- ii. Documents to be submitted by the supplier are specified in THIS PROCUREMENT INVITATION.

**w. Insurance**

- i. 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.

**x. Transportation**

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

**y. Incidental services**

- i. 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.
  - ii. 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.

**z. Spare parts**

- i. As specified in THIS PROCUREMENT INVITATION, 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.

**aa. Warranty**

- i. 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.
- ii. 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.

- iii. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- iv. 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.
- v. 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.

**bb. Payment**

- i. The method and conditions of payment to be made to the supplier under this contract shall be specified in THIS PROCUREMENT INVITATION.
- ii. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- iii. 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.
- iv. Payment will be made in Rand unless otherwise stipulated in THIS PROCUREMENT INVITATION

**cc. Prices**

- i. 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 id validity extension, as the case may be.

**dd. Contract amendments**

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

**ee. Assignment**

- i. 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.

**ff. Subcontracts**

- i. 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.

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

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

#### **hh. Penalties**

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

#### **ii. Termination for default**

- i. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

vi. 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.

vii. 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.

#### **jj. Anti-dumping and countervailing duties and rights**

- i. 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.

### **kk. Force Majeure**

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

### **ll. Termination for insolvency**

- i. 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.

### **mm. Settlement of disputes**

- i. 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.
- ii. 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.
- iii. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- iv. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.
- v. 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.



#### **nn.Limitation of liability**

- i. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (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.

#### **oo.Governing language**

- i. 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.

#### **pp.Applicable law**

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

#### **qq.Notices**

- i. 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
- ii. 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.

#### **rr. Taxes and duties**

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

**ss. National Industrial Participation (NIP) Program**

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

**tt. Prohibition of restrictive practices**

- i. 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).
- ii. 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.
- iii. 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.

## 20 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 Contractor or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Contractor 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 Contractor 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:

- |  |     |    |
|--|-----|----|
| • <b>Schedule attached with the above details for all directors/members/shareholders</b> | Yes | No |
|--|-----|----|

- |   |     |    |
|---|-----|----|
| • Are you or any person connected with the Contractor presently employed by the state?<br>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:	
------------------------	--

- |   |     |    |
|---|-----|----|
| • If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?<br>If Yes, did you attach proof of such authority to the Bid document?<br>If No, furnish reasons for non-submission of such proof as an attached schedule<br>(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?<br>If so, furnish particulars as an attached schedule: | Yes | No |
|--|-----|----|

<ul style="list-style-type: none"> <li>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.</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</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

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

<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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:</li> </ul>	Yes	No

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

## 22 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 Contractor to sign this Certificate, and to submit the Bid, on behalf of the Contractor;</li> </ul>	Yes	No
<ul style="list-style-type: none"> <li>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;</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 Contractor, whether or not affiliated with the Contractor, 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 Contractor and/or is in the same line of business as the Contractor</li> </ol>		
<p>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 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 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

<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.

## 23 BID SUBMISSION CERTIFICATE FORM

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);	
Special conditions relating to this bid.		
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	_____