



**National
Research
Foundation**

INVITATION TO BID (SBD 1 PART A)

BID DESCRIPTION

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SUPPLY REQUIREMENTS

BID NUMBER	NRF/CORP RISK 001/2017-18
CLOSING DATE AND TIME	2nd October 2017 @ 11:00am

Procurement of an Enterprise Risk Management (ERM) and Compliance software solution

PRE-QUALIFICATION CRITERIA

DESIGNATED GROUPS PRE-QUALIFYING CRITERIA	A MINIMUM B-BBEE STATUS LEVEL OF _____
DESIGNATED GROUPS PRE-QUALIFYING CRITERIA	AN EXEMPTED MICRO ENTERPRISE (EME) OR QUALIFYING SMALL ENTERPRISE (QSE)
SUBCONTRACTING A MINIMUM OF 30% TO:	<ul style="list-style-type: none"> • an EME or QSE which is at least 51% owned by black people ; • an EME or QSE which is at least 51% owned by black youth; • an EME or QSE which is at least 51% owned by black women; • an EME or QSE which is at least 51% owned by black disabled people; • an EME or QSE.
LOCAL CONTENT:	LOCAL CONTENT APPLIES – SBD 6.2 FOR MINIMUM LEVELS TO MEET

A BIDDER FAILING TO MEET ANY OF THE STIPULATED PRE-QUALIFYING CRITERIA IS AN UNACCEPTABLE BID

TWO ENVELOPE SYSTEM APPLICABLE	Yes
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

Validity Period From Date Of Closure:	120 days
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Compulsory Briefing Session or Site Visit Details	Date and Time	13th September 2017 @ 11h00
	Venue	Auditorium
	Address	NRF Building, CSIR Campus South Gate, Meiring Naude Road, Brummeria, Pretoria, 0184
	Contact Person	Hannes Greeff

BID RESPONSE DOCUMENTS ARE DEPOSITED IN THE BID BOX SITUATED AT:

PHYSICAL ADDRESS
**National Research Foundation
 CSIR Campus South Gate
 Meiring Naude Road
 Brummeria
 Pretoria
 0184**

ADDRESSED AS FOLLOWS:
 On the face of each envelope:
**Bid Number
 Bidder's Name,
 Postal Address,
 Contact Name,
 Telephone Number and email address**

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SUPPLIER INFORMATION

Name Of Bidder			
Postal Address			
Telephone Number			
CODE		NUMBER	
Cell Phone Number			
CODE		NUMBER	
Facsimile Number			
CODE		NUMBER	
E-Mail Address			
VAT Registration Number:			
REGISTERED ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE			
Supplier Number	MAA	Unique Registration Reference Number (36 digit)	
TAX COMPLIANCE STATUS (Tick applicable)			
Compliant		Yes / Not-Compliant	
TCS PIN			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick applicable)			
CERTIFICATE PROVIDED:		Yes/ No	B-BBEE Level:

EMERGING/MICRO ENTERPRISE	Yes/No	QUALIFYING SMALL ENTERPRISE	Yes/No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		Yes/No	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes/No	
CERTIFICATE CERTIFIED		Yes/No	
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs AND QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)			
LOCAL/OVERSEAS SUPPLIER (Tick applicable)			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?		Yes	No
		IF YES ENCLOSE PROOF	
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes	No
		IF YES ANSWER THE FOREIGN BASED SUPPLIERS QUESTIONNAIRE BELOW	
SBD 1 SIGNATURE			
SIGNATURE OF BIDDER:			
DATE:			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Risk
CONTACT PERSON	Mr. Lebogang Mosoma	CONTACT PERSON	Mr. Hannes Greeff
TELEPHONE NUMBER	012 - 481 4337	TELEPHONE NUMBER	012 - 481 4070
E-MAIL ADDRESS	lebogang.mosoma@nr f.ac.za	E-MAIL ADDRESS	hannes.greeff@nrf.ac.za

TERMS AND CONDITIONS

FOR BIDDING (SBD 1 PART B)

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

BID SUBMISSION:

Bidders deliver their bids by the stipulated time to the correct address. The National Research Foundation does not accept late bids for consideration.

Bidders must submit their bids on the official forms included in this invitation - (not to be re-typed).

Where a bidder has registered on the Central Supplier Database, the bidder may choose not to submit the mandatory information with the bid documentation where the Central Supplier Database has the information. Bidders must submit their certified B-BBEE certificate or certified B-BBEE sworn affidavit to the National Research Foundation.

Bidders must register on the Central Supplier Database uploading mandatory information for verification purposes. Bidders must submit their certified B-BBEE certificate or certified B-BBEE sworn affidavit to the National Research Foundation.

This bid is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and, if applicable, any other legislation.

TAX COMPLIANCE REQUIREMENTS FOR SOUTH AFRICAN BASED SUPPLIERS¹

Bidders must ensure their tax obligations are in order.

Where the bidder does not have a Tax Compliance Status Certificate available and the bidder has a valid Central Supplier Database Registration number, the bidder must provide their CSD number in the field provided in this document.

Where the bidder provide access to its taxpayer profile and tax status in lieu of the above paragraph, the bidder must their unique Personal Identification Number (pin) issued by SARS to enable the National Research Foundation to view and verify the taxpayer profile and tax status.

¹ www.ocpo.treasury.gov.za/Buyers_area/legislation/pages/practice_note.aspx National Treasury SCM Instruction No. 7 of 2017/2018

Bidders apply for the Tax Compliance Status (tcs) Certificate or PIN from their South Africa Revenue Services branch or through E-Filing. In order to use the E-File provision, the bidder needs to register with SARS as an e-filer through the website www.sars.gov.za.

Bidders may submit a printed Tax Compliance Status Certificate together with the bid.

In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Tax Compliance Status Certificate/PIN/CSD number.

QUESTIONNAIRE FOR FOREIGN BASED SUPPLIERS TO ASCERTAIN TAX COMPLIANCE REQUIREMENTS²

IS THE BIDDER A RESIDENT OF SOUTH AFRICA (RSA)? YES NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

If the answer is "NO" to all of the above, then it is not a requirement to obtain a Tax Clearance Certificate/Tax Clearance System pin code from the South African Revenue Service else the bidder must register as a South African based supplier as set out in the above paragraph.

If the answer is "NO" to all of the above and when a written award notification is given to the bidder, the bidder must provide the following information to the South African Revenue Service on email address governmentinstitute@sars.gov.za

- (A) Details of the foreign entity
- (B) Description of goods and/or services being supplied by the entity; and
- (C) Name of the National Research Foundation.

The South African Revenue Service will provide the form for applying for the letter of tax affairs are in order i.e. no tax obligations in South Africa. The NRF makes itself available in South Africa to assist its awarded foreign bidder in the obtaining of the clearance letter to allow both parties to sign the contract.

² www.ocpo.treasury.gov.za/Buyers_area/legislation/pages/practice_note.aspx National Treasury SCM Instruction No. 7 of 2017/2018

SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL documents for contract signing	2
<p>Bidders must submit the bid including the bidder’s response to the specification and the bidders pricing in hard copy format (paper document) to the NRF. These serve as the original sets of bid documents and forms part of the contract. The NRF with the awarded bidder sign two originals of the contract form in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party’s obligations for execution. These two original document sets serve as the legal bid contract document and the contract record between the bidder and the NRF. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p> <p>In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.</p>	
Number of EVALUATION copies:	5
Bidders mark documents as “ Copy for evaluation ” and number all pages sequentially.	

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

RETURNABLE DOCUMENTS	Envelope 1			
(G = Go/No GO; O = Optional)				Bid Section Reference
1. Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1, 8 and 9	G	YES	NO	
2. Proof of Registration on the Government’s Central Supplier Database	G	YES	NO	
3. B–BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit or the certificate issued by the Companies and Intellectual Property Commission (CIPC) is required.	G	YES	NO	
4. Tax Confirmation Letter from Tax Authorities (Foreign Companies)	G	YES	NO	

<p>5. The bidder must demonstrate a successful track record by providing signed reference letters from sizable organisations (with multiple Business areas accessing the tool and centralised risk and compliance coordinating function) and/or other similar SOEs clients where ERM & Compliance solutions were implemented and support are being provided (recent i.e. not older than 3 years). At least 3 recommendation letters on the client letterhead with contactable references should be provided containing information provided on reference template provided</p>	G	YES	NO	
<p>6. The bidder must fully comply with the Statement of Work (service requirements) by completing that section of this document. Any services that cannot be provided shall indicate non-compliance.</p>	G	YES	NO	
<p>7. The bidder must provide a detailed project implementation plan relating to the scope of services to be rendered in this project, including but not limited to specific tasks, time frames and resources associated with proposed project activity (incl. aspects of customisation, project management, change management, training, ingestion of existing risk registers from excel, etc.)</p>	G	YES	NO	
<p>8. The qualifications and experience of the key personnel proposed to provide the service to the NRF. Submission of Condensed Curricula Vitae of key personnel to be deployed must be provided. The NRF would require :</p> <ul style="list-style-type: none"> 1) at least one individual with 3 to 5 years' experience as a business / system analyst involved with the elicitation of business requirements and the development of specifications and design of enterprise solutions. Preferably with a development background 2) at least one individual with 3 to 5 years' experience in the GRC (Governance, Risk and Compliance Management field) including standards such as ISO 31000, COSO, SOX, etc. and concepts such as Combined Assurance 3) at least one individual with 3 to 5 years' experience and knowledge of South African legislation, compliance standards, Codes, etc. 	G	YES	NO	

RETURNABLE DOCUMENTS		Envelope 2		
Summary pricing in the SBD 3 format in this document	G	YES	NO	
The bidder must provide detail pricing of services cost / fees in pricing format supplied	G	YES	NO	
THE BIDDING SELECTION PROCESS				
<p><u>Stage 1 – Compliance to submission requirements</u></p> <p>Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. The NRF provides the Returnable Document Checklist listing these including which documents are mandatory (GO/NO GO) to the bidders.</p> <p>The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The NRF disqualifies bidders not compliant with this list for Stage 2.</p>				
<p><u>Stage 2A – Evaluation of Bids against Specifications and Quality</u></p> <ol style="list-style-type: none"> 1. The NRF evaluates each bidder’s written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation. The evaluation consists of the mandatory minimum specifications in a “Meet/Not meet” format with further specifications requiring qualitative responses. 2. Bidders making the minimum evaluation score will pass to the price/preference stage. 				
<p><u>Stage 2B – Due Diligence Interviews</u></p> <ol style="list-style-type: none"> 1. Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the NRF may provide the areas of concern to the short listed bidders to address in their presentations. <p>Bidders making the minimum evaluation score will pass to the price/preference stage.</p>				
<p><u>Stage 3 – Price/Preference Evaluation</u></p> <p>Basis of competition:</p> <p>The NRF compares each bidder’s pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements. The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.</p>				

Due diligence tests for reasonableness of price:

The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range.

Where the winning bidder did not want to participate in the price negotiation or not prepared to provide a fair market-related price, the NRF cancels the award and commences price negotiations with the second bidder in the price/preference ranking.

Ranking of the bidders pricing:

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

Price - with the lowest priced Bid meeting the minimum specification as stipulated in the threshold to qualify for this stage receiving the highest price score as set out in the Preferential Procurement Policy 2017 Regulations;

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

Award recommendation:

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

BID PROCEDURE CONDITIONS:

Counter Conditions

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

Two Envelope System Required

The objective is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased. The first envelope holds all documents excluding the SBD 3 (price summary schedule) and detailed supporting pricing documentation. The second envelope holds the SBD 3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.

The NRF only opens the proposal – the first envelope – at the evaluation stage and only

opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.

Response Preparation Costs

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

Cancellation Prior To Awarding

The NRF has the right to withdraw and cancel the Bid Invitation at any time prior to making an award especially where there is insufficient funds and where the award price is outside of the objective determined fair market-related price range (in terms of the Preferential Procurement Policy Framework Act 2017 Regulations).

Collusion, Fraud And Corruption

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

Fronting

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the “Guidelines on complex Structures and Transactions and Fronting”, issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

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

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

The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE

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

1. Meeting all administrative requirements as **“GO”**
2. Bidders scoring of **70%** of Evaluation Criteria in the following matrix

EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES						
FUNCTIONALITY / EVALUATION CRITERIA	Weight	0	1	2	3	4
<p>1 Experience and References:</p> <p>By utilising the reference letters received : Evaluate that the bidder is a player with a sustainable local presence in South Africa and has proven track record of providing similar scaled projects to other clients.</p> <p>Evaluate that the bidder provides good client satisfaction and support services;</p> <p><i>At least 3 relevant (projects not older than 3 years) reference / recommendation letters with contactable references provided that contain required information.</i></p>	15%	<p>0</p> <p>The information provided indicates little to no experience in ERM & Compliance software solutions and not equal to NRF requirements.</p> <p>No relevant references or referral letters have been provided.</p> <p>Limited proof to demonstrate ability to delivery on solutions required in the bid.</p>	<p>3.75</p> <p>The information provided indicates poor experience in ERM & Compliance software solutions and not equal to NRF requirements.</p> <p>References confirmed company provided some services.</p> <p>Signed referral letters are included to confirm level of service and performance.</p> <p>Limited proof to demonstrate ability to delivery on solutions required in the bid.</p>	<p>7.5</p> <p>The information provided indicates fair experience in ERM & Compliance software solutions but not equal to NRF requirements.</p> <p>Reference confirmed company provided a fair service.</p> <p>Signed referral letters are included to confirm level of service and performance.</p> <p>Satisfactory proof to demonstrate ability to delivery on solutions required in the bid.</p>	<p>11.25</p> <p>The information provided indicates good experience in ERM & Compliance software solutions and equal to NRF requirements.</p> <p>Reference confirmed company provided good service.</p> <p>Signed referral letters are included to confirm level of service and performance.</p> <p>Good proof to demonstrate ability to deliver on solutions required in the bid and projects implemented in public sector</p>	<p>15</p> <p>The information provided supports excellent experience in ERM & Compliance software solutions equal and exceeding NRF requirements.</p> <p>Reference confirmed company provided excellent service to similar clients, Signed referral letters are included to confirm level of service and performance.</p> <p>Excellent proof to demonstrate ability to deliver on solutions required in the bid and projects implemented in public sector</p>
<p>2 Software solution:</p> <p>Evaluate that the tool capabilities meet the NRF requirements as expressed in the 'specifications for required procurement' and 'statement of work',</p> <p><i>Specifically but not limited to, the ERM and Compliance tool functionality, reporting, IT and performance specifications</i></p>	40%	<p>0</p> <p>Poor capability / relevance (Capability of some related items)</p>	<p>10</p> <p>Limited capability (Capability in some of the items stated)</p>	<p>20</p> <p>Satisfactory Capability (Capability in some of the items stated)</p>	<p>30</p> <p>Good and relevant capability (Capability in all of the items stated)</p>	<p>40</p> <p>Excellent and relevant capability (Capability in all items stated plus value add)</p>

EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES						
FUNCTIONALITY / EVALUATION CRITERIA	Weight	0	1	2	3	4
<p>3</p> <p>Implementation methodology:</p> <p>By utilising project implementation plan provided evaluate the level of detail of implementation methodology to be adopted, including linked deliverables and quality output.</p> <p><i>Quality of detailed project plan of work to be rendered in this project, resources used and emphasis on deliverables</i></p>	25%	<p>0</p> <p>Poor implementation methodology and no project plan</p>	<p>6.25</p> <p>Poor implementation methodology and project plan which only addresses parts of project aspects</p>	<p>12.5</p> <p>Average implementation methodology and project plan which only addresses parts of project aspects</p>	<p>16.25</p> <p>Satisfactory implementation methodology and project plan which addresses most parts of project aspects</p>	<p>20</p> <p>Excellent implementation methodology and project plan which addresses all parts of project aspects</p>
<p>4</p> <p>Capacity:</p> <p>By utilising Curricula Vitae provided evaluate that the bidder is appropriately resourced and has capacity to render an effective and timely support service as required.</p> <p><i>The qualifications and capability of the key personnel proposed to provide the service to the NRF. Condensed curricula vitae of key personnel to be deployed must be provided.</i></p>	20%	<p>0</p> <p>No information provided. No proof to indicate capacity to support adequately.</p>	<p>5</p> <p>The information provided indicates limited capacity and/or Inadequate skills / experience.</p>	<p>10</p> <p>The information provided indicates fair capacity and acceptable skills / experience.</p>	<p>15</p> <p>The information provided indicates good capacity and good skills / experience.</p>	<p>20</p> <p>The information provided supports excellent capacity and excellent skills / experience.</p>

THE BID CONTRACT

INTRODUCTION TO THE NRF

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

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

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

INTRODUCTION TO CORPORATE GOVERNANCE

Although the NRF has various specialised research facilities throughout South Africa , strategic guidance and support is provided from the Head Office in Pretoria. The Governance directorate is responsible for the establishment and support of the compliance and control environment of the organisation. Through the Corporate Governance framework, the directorate provides the Corporate Executive Committee and the Board with an overarching view and combined assurance of the organisation’s risk and compliance environment. This unit is located at the NRF Corporate Offices.

CONTEXT OF THIS PROCUREMENT

This bid document set out the NRF’s requirements and invitation for appropriately qualified and capable service providers to submit bids for the provision and implementation of an Enterprise Risk Management (ERM) and Compliance software solution (System). The NRF is looking to procure an off-the-shelf software solution (able to perform both Risk Management and Compliance Management functions) in support of the NRF ERM and Compliance methodologies. The system should be scalable, stable, and flexible with respect to improvements or additions. Some support will be required through the implementation and roll out process.

Due to the nature and geographic distribution of the NRF, the software will be used by Risk Champions at decentralized locations. The point of consolidation will be the NRF Safety, Health, Environmental and Risk (SHER) management function, reporting to the Governance directorate.

The objective of the required ERM and Compliance software will be to streamline the NRF risk and compliance review processes, provide a suitable repository for risk and compliance review information and provide flexible reporting options. The software will be used by

various Risk Champions and Management representatives of each of the business units within the NRF as well as the SHER management function for consolidation and reporting.

The NRF ERM Framework is based on ISO 31 000 and uses a 1 to 5 rating scale for both impact and probability.

The NRF Compliance framework facilitates operational transparency and ensure compliance with the ever-increasing requirements of government and international regulations, specifications, policies, acts, standard and laws.

NRF FACILITIES

The National Research Foundation (NRF) including Facilities and Business Divisions:

Hartbeesthoek Radio Astronomy Observatory (HartRAO), Square Kilometre Array (SKA), South African Astronomical Observatory (SAAO), iThemba Laboratory for Accelerated Based Sciences (iThemba LABS), South African Institute for Aquatic Biodiversity (SAIAB), Research and Innovation Support Agency (RISA), South African Agency for Science and Technology Advancement (SAASTA) and South African Environmental Observatory Network (SAEON)

Demographics of NRF Offices and Facilities are as follows:

	Business Unit	Site(s)
1	NRF Corporate Offices	<ul style="list-style-type: none"> Tshwane / CSIR South Gate
2	RISA	<ul style="list-style-type: none"> Tshwane / CSIR South Gate
3	SAASTA	<ul style="list-style-type: none"> Tshwane / Didacta building / Nana Sita street
4	HartRAO	<ul style="list-style-type: none"> Hartbeeshoek / Near Krugersdorp
5	SKA	<ul style="list-style-type: none"> Johannesburg / Rosebank offices / Baker street Cape Town offices / Park road Carnarvon
6	SAAO	<ul style="list-style-type: none"> Cape Town / Observatory Sutherland
7	iThemba LABS	<ul style="list-style-type: none"> Cape Town / Old Faure road Johannesburg / Cnr Jan Smuts & Empire Road / Braamfontein
8	SAEON	<ul style="list-style-type: none"> Tshwane / Persequor Nodes x7
9	SAIAB	<ul style="list-style-type: none"> Grahamstown / Somerset

CONTRACT PERIOD

The contract period commences from the date that both parties sign the contract's signature page. The contract period includes the period for the initial requirements and the maintenance/service support requirements for a further **three (3) years**

SCOPE OF WORK /SPECIFICATIONS FOR THE REQUIRED PROCUREMENT

SERVICES AND FUNCTIONALITY - ERM

The following non-negotiable aspects / requirements will be expected of the software:

1. Accommodate and aggregate multiple different risk registers
2. Provide pre-defined fields to complete risk assessments:
 - Risk Appetite and tolerance (values, ratings, categories, domains)
 - Risk information (number, name, description, category, root cause / drivers, key risk indicator)
 - Risk rating (likelihood and impact, inherent and residual)
 - Control identification (controls, control owner, effectiveness rating)
 - Risk treatment (action plans, actions due dates and owners)
 - Incident management (number, description, cost, preventative action, due date, categorised)
 - Map risks against strategic objectives
3. Easy to use:
 - Drop-down menus and selections
 - Automatic risk rating calculation with colour coding capabilities
 - Ranking, sorting and filtering functionality
 - Multiple saves to prevent loss of data
4. Reporting:
 - Export data in various formats
 - Export standard reports (Heatmap, Top 10, High Risk, Risk above appetite, loss reports, etc.)
 - Allow tracking and trend analysis (key risk indicator reports, risk movements on previous quarters, etc.)
 - E-mail functionality for reminders / minor workflow escalations
5. Additional functionality:
 - Record results of internal control tests and internal audit findings
 - Provide opportunity for combined assurance assessments
 - Generate various dashboard views that includes heat maps, pie charts, trending charts by risk categories, risk owner, control owner/ cause or any combination thereof and at consolidated level of the business, organisation and combinations thereof

SERVICES AND FUNCTIONALITY - COMPLIANCE

The following non-negotiable aspects / requirements will be expected of the software:

1. Security – Roles-based security and audit trails to ensure the integrity of compliance information and tracking of all changes to records in the system.
2. Pre-populated Compliance Universe
3. Ability to capture standard Control Universe
4. Provide functionality of monitoring Compliance Risk Management Plan (CRMP).
5. Tasks, notifications and escalations that alert users and managers when tasks need to be performed or when issues occur.
6. Search functionality that enables the user to search for keywords across all the Acts and Compliance Risk Management Plans.
7. Survey functionality that will allow enterprise-wide self-assessments and reviews
8. Extensive reporting capability, including but not limited to % compliance per act/division/ business unit/ facility; % of responses to monitoring CRMPs; etc
9. Provide continuous automatic updates of legislation

Information Technology Aspects

The following non-negotiable aspects / requirements will be expected of the software:

1. The centralised system to make use of a database
2. Need to consider VMWare / virtualised IT environment at the NRF
3. Provide secure front end web access (https)
4. Enabled user activity logging
5. Support and maintenance should be provided as part of the system acquisition
6. Centralised repository of all risk information with real time access to information to be hosted in-house
7. Ability to integrate email regardless of platform
8. Basic workflow functionality (notifications of activity on the tool)
9. Authentication on application level due to NRF environment
10. Standard rational Service Level Agreement (SLA)
11. Ability to upload attachments
12. Optional integration with existing NRF systems

WORKS REQUIRED

STATEMENT OF WORK

The table below sets out the non-negotiable Service Aspects / 'Statement of Work':

- Bidder to Complete.
- Failure by a Bidder to comply with any one of the mentioned deliverables will result in elimination from the evaluation process.

Aspect	Deliverable Acceptance	Extent of Service Yes / No
Service Programme	<ul style="list-style-type: none"> • The bidder must coordinate a service programme with dates of all major planned upgrades to be communicated by the second week of the New Financial Year. 	
Implementation Engagements	<ul style="list-style-type: none"> • Record of all engagements (Design, project management, change management, etc.) must be kept and provided (if required) to the NRF within five (5) days of request. 	
Compliance Legislation	<ul style="list-style-type: none"> • The bidder must keep the NRF up to date with the latest amendments to the Legislation within 10 working days after changes are gazetted. Automated updates of legislation on the tool must take place. 	
Advisory responsibility	<ul style="list-style-type: none"> • The bidder must ensure Advice requests (specialised advisory requests regarding best practices) are accurately and timeously resolved 	
Service / Change Requests	<ul style="list-style-type: none"> • Service requests are usually helpdesk type incidents that the NRF administrator cannot resolve. Change requests are usually relating to the ever-changing risk and compliance framework environment and relevant regulatory requirements <p>The service provider need to be able to accommodate and address these request in short timeframes and with a given undertaking in terms of a turn-a-round time.</p> <p>The bidder must respond to Service requests within 24 hours and to Change requests within 1 week of having received notification of such</p>	
Invoicing	<ul style="list-style-type: none"> • The bidder must ensure Invoices are submitted within 14 days after becoming due <p><i>Note: Payment of invoices will only be made 30 days after receipt of invoice</i></p>	
Other Professional Services	<ul style="list-style-type: none"> • Beyond the standard servicing and system administration activities (as mentioned above), The bidder should also be prepared to provide the following services as needed at professional level: <ol style="list-style-type: none"> a) Further Training and Development of Staff (not included as part of bid) b) Risk Management / Compliance Management specialist advisory c) Transfer of skills as appropriate 	

SPECIAL CONDITIONS OF CONTRACT PERFORMANCE

Performance Management: The NRF measures performance throughout the contract life (as per table below). The NRF reserves the right to conduct at the end of each year a review of the program and objectives achieved. Where severe non-performance occurs or results are not to the level of expectation or supported within the NRF, the NRF reserves the right to terminate the contract earlier than at the end of the five year period in consultation with the contractor.

SERVICE PERFORMANCE LEVELS STATEMENT

Service being Measured <small>(as per Statement of work)</small>	Measurement	Minimum level / Target level	Poor performance
1. Service Programme	Schedule of major planned upgrades communicated each year.	On Time as per Statement of Work: by the second week of the New Financial Year.	More than 2 weeks later than specified requirement
2. Implementation Engagements	Record of all engagements (Design and project management) must be kept and provided (if required) to the NRF	On Time as per Statement of Work: within five days of request.	More than 1 week later than specified requirement
3. Legislation	The bidder must keep the NRF up to date with the latest amendments to the Legislation within 10 working days after changes are gazetted. Automated updates of legislation on the tool must take place.	On Time as per Statement of Work : within 10 working days after changes are gazetted	More than 2 weeks later than specified requirement
4. Advisory responsibility	The bidder must ensure Advice requests (specialised advisory requests regarding best practices) are accurately and timeously resolved	As agreed at time of request	More than 2 weeks later than agreed time
5. Service / Change requests	The bidder must respond to Service requests within 24 hours and to Change requests within 1 week of having received notification of such	On Time as per Statement of Work : 24 hrs or 1 week depending on request	More than 24 hours later than specified requirement
6. Invoicing	Renewal and adjustment statements, Premium computation, etc.	On Time as per Statement of Work	More than 1 week later than specified requirement
7. Other Professional Services	Provision of following services as needed: Training, Risk Advisory, etc.	On Time as agreed from time-to-time should services be required	More than 1 week later than agreed time

SBD 3.1: PRICING DETAIL WITH FIRM UNIT PRICES

SBD 3 - Pricing Schedule for the Duration of the Contract

BID PRICE IN RSA RAND

Price quoted is South African Rands in terms of General Conditions of contract clause 16.4

PRICE QUOTATION BASIS

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies.

PRICE PER DELIVERY POINT

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point

DETAIL PRICING SUPPORT

Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided

PRICE CHANGES

The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.

APPLICATION OF PREFERENCE POINTS

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

Item	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
A	1	Total 3 year Procurement cost for ERM and Compliance System (incl. all maintenance and fees)	1	
		<i>Please provide detail on next page</i>		

Total Cost is determined by multiplying quantity by unit price

**TOTAL COSTED VALUE
(CEILING PRICE)**

R

DETAIL PRICE TEMPLATE

A] Enterprise Risk Management

No	Cost Description	YEAR 1 Quote Price (Rand incl. VAT)	YEAR 2&3 Annual Escalation (%)	YEAR 2&3 Annual Price (Rand incl. VAT)
1	Platform and module costs			
2	Implementation, customization, ingestion Fees			
3	Licensing/Subscription Fees : <ul style="list-style-type: none"> • 1 super user / Admin, • 14 regular Users, • 22 limited users (View/Read) 			
4	Annual support and maintenance			
5	Training Cost: <ul style="list-style-type: none"> • To train ~ 15 users. 			
	Total (A)			

B] Compliance Management

No	Cost Description	YEAR 1 Quote Price (Rand incl. VAT)	YEAR 2&3 Annual Escalation (%)	YEAR 2&3 Annual Price (Rand incl. VAT)
1	Platform and module costs			
2	Implementation, installation Fees			
3	Compliance Universe (~40 Acts)			
4	Licensing/Subscription Fees : <ul style="list-style-type: none"> • 1 super user / Admin, • 14 regular Users, • 22 limited users (View/Read) 			
5	Annual support and maintenance			
6	Training Cost: <ul style="list-style-type: none"> • To train ~ 15 users. 			
	Total (B)			

C] Operating System licence costs

No	Cost Description	YEAR 1 Quote Price (Rand incl. VAT)	YEAR 2&3 Annual Escalation (%)	YEAR 2&3 Annual Price (Rand incl. VAT)
1	Database licence costs (e.g. SQL licences)			
2	Additional licence fees (if applicable)			
	Total (C)			

Total (A) + (B) + (C)

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and the words “will/should” mean “must”.

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

GCC1

1. Definitions - The following terms shall be interpreted as indicated:

- 1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. “Day” means calendar day.
- 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

	<p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. "GCC" mean the General Conditions of Contract.</p> <p>1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. Application
	2.1. These general conditions are applicable to all bids, contracts and orders

	<p>including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, 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 made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	6. Patent rights

	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	7. Performance security
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="padding-left: 40px;">7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="padding-left: 40px;">7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	8. Inspections, tests and analyses
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the</p>

	<p>cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are 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.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	9. Packing
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	10. Delivery and Documentation
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	11. Insurance
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified</p>

	in the SCC.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.2. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.3. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.4. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.5. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.6. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.7. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.3. in the event of termination of production of the spare parts:</p> <p>14.4. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.5. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	15. Warranty
	15.1. The supplier warrants that the goods supplied under the contract are

	<p>new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. 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.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	17. Prices
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	18. Contract amendment

	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and</p>

	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.
GCC22	22. Penalties
	22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.2. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.3. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.4. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.5. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.6. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.7. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.8. Any restriction imposed on any person by the Accounting Officer /</p>

	<p>Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.9.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.9.2. the date of commencement of the restriction</p> <p>23.9.3. the period of restriction; and</p> <p>23.9.4. The reasons for the restriction.</p> <p>23.10. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.11. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<p>24. Anti-dumping and countervailing duties</p>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the STATE is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the STATE or the STATE may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>

GCC25	25. Force Majeure
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	26. Termination for insolvency
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.6. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.7. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability

	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.2. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.3. 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.</p>
GCC29	29. Governing language
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>

GCC33	33. National Industrial Participation Programme
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p>Contracted Party Due Diligence</p> <p>The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.</p>
	<p>Jigs, Tools, and Templates</p> <p>Unless otherwise agreed, all jigs, tools, templates and similar equipment that may be necessary for the execution of this contract at the NRF's premises shall on completion or cancellation of the contract become property of the NRF if the NRF has paid therefore. In such event, the said equipment shall be delivered at the premises of the NRF by the contracted supplier, properly marked with the contract and the relevant code number as supplied by the NRF for the finished items.</p>
	<p>Copyright and Intellectual Property</p> <p>All background intellectual property invests in and remains the sole property if the party that contributed it to this contract and/or disclosed the same to the NRF.</p> <p>The contracted supplier hereby grants the NRF a fully paid up, irrevocable, non-</p>

	<p>exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that shall reasonably be required by the NRF for the exploitation of the contract intellectual property and to enable the NRF to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the NRF and to give effect to the foregoing:</p> <ul style="list-style-type: none"> (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the NRF and the NRF hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to the NRF all contract intellectual property and which may invest in the contracted supplier. <p>The contracted supplier shall ensure that the contract intellectual property is kept confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the NRF, or as the NRF may direct, and to support the NRF, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> (a) Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or (c) Copy, reproduce, or otherwise publish confidentiality information except

as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient, not to

- (a) Disclose the confidential information to any third party, or
- (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

Both during the term of their associations with the recipient and after termination of their respective associations with the recipient.

The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- (a) Was in the possession of the recipient prior to its involvement with the NRF;
- (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- (c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or
- (d) Was independently developed by the recipient prior to its involvement with the NRF; or
- (e) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form. Of the confidential information including but not limited to:

- (a) All written disclosures received from the NRF;
- (b) All written transcripts of confidential information disclosed verbally by the NRF; and
- (c) All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information is being made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

PREFERENCE POINTS CLAIMED (SBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2. Points for this bid shall be awarded for:
- 1.2.1. Price; and
 - 1.2.2. B-BBEE Status Level of Contributor.
- 1.3. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.4. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor”** means:
 - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1. If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1.5. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

.....

8.2. VAT registration number:

.....

8.3. Company registration number

.....

8.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

.....

8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

8.8.4.1. disqualify the person from the bidding process;

8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

8.8.4.5. forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated

minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign, and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	

Local content %, as calculated in terms of SATS 1286:2011	
---	--

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

The following industries, sectors and sub-sectors have so far been designated for local production with minimum

Industry/sector/sub-sector	Minimum threshold for local content
Buses (Bus Body)	80%
Textile, Clothing, Leather and Footwear	100%
Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
Canned / Processed Vegetables	80%
Pharmaceutical Products:	
<ul style="list-style-type: none"> • OSD Tender • Family Planning Tender 	<ul style="list-style-type: none"> • 70% (volumes) • 50% value
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Furniture Products:	
<ul style="list-style-type: none"> • Office Furniture • School Furniture • Base and Mattress 	<ul style="list-style-type: none"> • 85% • 100% • 90%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	
<ul style="list-style-type: none"> • Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters 	<ul style="list-style-type: none"> • 70% • 70% • 50%
Working Vessels/Boats (All types):	60%
<ul style="list-style-type: none"> • Components 	<ul style="list-style-type: none"> • 10% - 100%
Conveyance Pipes	80% - 100%
Transformers and Shunt Reactors:	
<ul style="list-style-type: none"> • Class 0 • Class 1 • Class 2 • Class 3 • Class 4 	<ul style="list-style-type: none"> • 90% • 70% • 70% • 45% • 10%
<ul style="list-style-type: none"> • Components and conversion activities 	<ul style="list-style-type: none"> • 50% - 100%
Solar PV Components:	
<ul style="list-style-type: none"> • Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter 	<ul style="list-style-type: none"> • 15% • 65% • 65% • 90% • 40%
Two Way Radio Terminals and Associated Equipment:	
<ul style="list-style-type: none"> • Portable Radio • Mobile Radio • Repeater 	<ul style="list-style-type: none"> • 60% • 60% • 60%
<ul style="list-style-type: none"> • Components 	<ul style="list-style-type: none"> • 20% - 100%
Rail Signaling:	65%
<ul style="list-style-type: none"> • Components 	<ul style="list-style-type: none"> • 40% - 100%
Wheely Bins:	100%
Fire Fighting Vehicle	30%
<ul style="list-style-type: none"> • Crew Cabin • Super Structure • Assembly 	<ul style="list-style-type: none"> • 100% • 100% • 100%
Steel Products and Component for Construction	
Steel Value-added Products	
<ul style="list-style-type: none"> • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
Steel Value-added Products	
<ul style="list-style-type: none"> • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100%

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium ³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or

arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing 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

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	YES / NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES / NO
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
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.	

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

The Bidder is employed by the STATE ; and/or

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

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

Full Name of Bidder or his/her representative

Identity Number:

Position occupied in the Company (director, trustee, shareholder, member):

Registration number of company, enterprise, close corporation, partnership agreement

Tax Reference Number:

VAT Registration Number:

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

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

Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule	YES / NO
<p>Name of person/ director/ trustee/ shareholder/member:</p> <p>Name of STATE institution at which you or the person connected to the Bidder is employed</p> <p>Position occupied in the STATE institution</p> <p>Any other particulars:</p>	
If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
<p>If Yes, did you attach proof of such authority to the Bid document?</p> <p>If No, furnish reasons for non-submission of such proof as an attached schedule</p> <p>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</p>	
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:	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the STATE and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
If so, furnish particulars as an attached schedule.	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
If so, furnish particulars as an attached schedule:	

REFERENCE LETTER FORMAT

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Reference Letterhead	Reference Legal Name
<u>REFERENCE ON COMPANY xxxxx</u>	
Bid Number:	
Bid Description:	
Describe the Contract / Project work and/or Service the above bidder provided to you:	
Project period (start date)	
Project period (end date)	
Service period (start date)	
Service period (end date)	
Project cost	

Please rate the above bidder according to the following Criteria by ticking column and providing comments / details:			
Criteria	Meets requirements	Exceeds requirements	
Professionalism			
Customer centricity			
Turnaround times			
Completion Times			
Quality of work			
Project Planning Management			
Response to service requests			
Maintenance management			
Availability			
Advisory			
Overall Impression / Satisfaction with bidder			
No. of times used in past year		Would you use the provider again?	YES/NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
		CSD / Tax clearance letter where applicable
	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBEE certificate that has been certified either as copy or original.	
	Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject	

	the Bid or act against me should these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	