INVOICE TO BID
SBD 1

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

| BID NUMBER: NRF/SAIAB/2017-006 | CLOSING TIME & DATE: 11:00 29/07/2016 |

**Short Description**
Supply and deliver two powerful hypervisor servers running VMware and a third server to provide management and backup functions.

| Preferential Procurement System applicable (price points: preference point): 80:20 |
|-----------------|----------------|
| Briefing Session / Site Visit | Not Applicable |
| Validity | 120 days |

**ORIGINAL BID DOCUMENTS ARE TO BE DEPOSITED AT:**

<table>
<thead>
<tr>
<th>EITHER PHYSICALLY OR BY COURIER TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Box, Reception Area</td>
</tr>
<tr>
<td>South African Institute for Aquatic Biodiversity</td>
</tr>
<tr>
<td>Somerset Street</td>
</tr>
<tr>
<td>Grahamstown 6139</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OR ELECTRONICALLY (PDF format only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Original documentation is still required to be submitted)</td>
</tr>
<tr>
<td>Email address: <a href="mailto:systems@saiab.ac.za">systems@saiab.ac.za</a></td>
</tr>
<tr>
<td>Your file name should be: saiab-server-bid.pdf</td>
</tr>
</tbody>
</table>

Bidders are required to deliver Bids to the correct address timeously. If the Bid is delivered late, it will not be considered.

All Bids must be submitted on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules. NB: The forms must be completed by hand.

The winning Bidder and the NRF must sign the written contract (SBD7) once the delegated authority has approved the award of such contract.

This bid document includes the National Treasury General Conditions of Contract and specific conditions to this procurement and is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations.

As a Service Provider you are deemed to have read and accepted these conditions.

**Registered Supplier:**
In order for a service provider/supplier to do business with an organ of the state they must be registered on the National Treasury Central Supplier Database (CSD). Registration on the CSD (www.csd.gov.za) will provide a supplier with an opportunity to do business with all state organisations. No bid will be awarded unless the Supplier/Service Provider is registered.

Contact Treasury: 012-4069222 or email csd.support@treasury.gov.za
Contact SAIAB: 046-603-5819 (Caroline Brooks), email c.brooks@saiab.ac.za
Once registered you are required to provide SAIAB with the Supplier Unique No. and an Access Reference No.

**TECHNICAL ENQUIRIES SHOULD BE DIRECTED TO:**
Contact Persons: Andrew Grant
Tel: 046-6035810
Email systems@saiab.ac.za

**BID RELATED ENQUIRIES SHOULD BE DIRECTED TO:**
Contact Persons: Caroline Brooks
Tel: 046-6035819
Email C.brooks@saiab.ac.za

Contact Persons: Wendy Sweetman
Tel: 046-6035820
Email w.sweetman@saiab.ac.za

Page 1 of 32

Initial:
# RETURNABLE DOCUMENT LIST

*(All bids that do not contain the required documentation for evaluation are deemed NOT COMPLIANT AND DISQUALIFIED FROM EVALUATION)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Tick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully completed ORIGINAL bid document completed by hand (SBD1: Invitation to bid and conditions of undertaking)</td>
<td></td>
</tr>
<tr>
<td>Initial every page of the bid</td>
<td></td>
</tr>
</tbody>
</table>

**TO BE COMPLETED**

- SBD 1: Invitation to Bid and conditions of undertaking
- SBD 3.1, 3.2: Pricing Schedule(s)
- SBD 6.1: Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011.
- SBD 4: Declaration of Interest
- SBD 8: Declaration of Bidder's past SCM practices
- SBD 9: Certificate of Independent Bid Determination

**DOCUMENTS TO ATTACH**

- Bidder's responses to technical specifications, capability requirements (company profile) and capacity as requested in order to evaluate proposals
- Original Tax Clearance Certificate
- Certified copy of Company Registration form
- References x 3 (on attached template provided)
- Certified BBBEE certificate (if preference points are claimed)
  - For companies that have less than R10million turnover supply a sworn affidavit or Certificate issued by Companies and Intellectual Property Commission (CIPC) is required.
  - A copy of the template for this affidavit can be found on the Department of Trade and Industry website: [https://www.thedti.gov.za/gazettes/Affidavit_EME.pdf](https://www.thedti.gov.za/gazettes/Affidavit_EME.pdf)
- Documentation indicating a Warranty of a minimum 5 year period
- Product data sheets
- Evidence that the Servers are certified to work with VMware ESXi 5.5 and above

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The National Treasury General Conditions of Contract form part of this bid and should be read.

Conditions of contract can be found on the Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)) and the SAIAB websites ([www.saiab.ac.za](http://www.saiab.ac.za)) – under procurement.

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**Number of bid packs required**
- 1 originals
- 2 copies
**BID NUMBER:** NRF/SAIAB/2017-006  **CLOSING DATE:** 29/07/2016  **CLOSING TIME:** 11:00

**NAME OF BIDDER**

**REPRESENTED BY:**

**POSTAL ADDRESS:**

**PHYSICAL ADDRESS:**

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>CELL PHONE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
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<tr>
<th>E-MAIL ADDRESS</th>
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<table>
<thead>
<tr>
<th>VAT REGISTRATION NUMBER</th>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY REGISTRATION NUMBER</th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:**

**TYPE OF COMPANY/FIRM** [Tick applicable box]

- Partnership/Joint Venture/Consortium [ ]
- One person business/sole proprietor [ ]
- Close Corporation [ ]
- Company [ ]
- (Pty) Limited [ ]
- Other [ ]

**COMPANY CLASSIFICATION** [Tick applicable box]

- Manufacturer [ ]
- Supplier [ ]
- Professional Service Provider [ ]
- Other service providers e.g. transporter, etc. [ ]

Has an original and valid tax clearance certificate been submitted? [Tick applicable box]

- Yes [ ]
- No [ ]

Has a Preference Claim form claiming your Preference Points (SBD6.1) been submitted (a B-BBEE status level verification certificate must support preference points claimed) [Tick applicable box]

- Yes [ ]
- No [ ]

If Yes, who was the B-BBEE certificate issued by [Tick applicable box]

- An accounting officer as contemplated in the Close Corporation Act (CCA) [ ]
- A verification agency accredited by the South African Accreditation System (SANAS) [ ]
- A registered auditor [ ]

Are you the accredited representative in South Africa for the goods/services/works offered? If Yes, please enclose proof. [Tick applicable box]

- Yes [ ]
- No [ ]

Are certified copies of Certificate of Incorporation (as per entity type) enclosed? [Tick applicable box]

- Yes [ ]
- No [ ]

**Supplier is registered on the Treasury Central Supplier Database (CSD)** [Tick applicable box]

- Yes [ ]
- No [ ]

If yes, provide the:

<table>
<thead>
<tr>
<th>Supplier Number</th>
<th>M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unique Registration Reference Number (36 digit)</td>
<td></td>
</tr>
</tbody>
</table>

Initial:
1. Background to the National Research Foundation and its Business Units

The National Research Foundation ("NRF") is a juristic person established in terms of Section 2 of the National Research Foundation Act, Act 23 of 1998 and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

The South African Institute for Aquatic Biodiversity (SAIAB), based in Grahamstown, is a National Research Facility of the National Research Foundation. SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

The IT services required by SAIAB have steadily grown over the last five years to satisfy the need for increased functionality, collaboration and data security. The two existing VMware hypervisors and management server are to be replaced with much faster and more power efficient machines. The upgrade will allow SAIAB to expand its existing services and improve disaster recovery capabilities while also adding support for new functions such as the processing of genetics data from the molecular lab.

2. Scope of Work

1) Supply two VMware Hypervisor servers and a management server, memory, hard drives and accessories, section 14
2) Install the CPU, network, memory upgrades not installed by the manufacturer prior to shipment to SAIAB
3) Be responsible for the warranty returns process

3. Specification of Goods being procured

The hardware in this bid will be used to host virtualised servers both on-site and at the DR (Disaster Recovery) site.

1 – 2 x VMware ESXi Hypervisor servers

Each server must have the following attributes:

1) 1U (43.66mm high) Server with support for dual Intel Xeon processor E5 2600 v4CPUs, up to 1.5TB RAM, redundant power supplies and Rail kit with cable management (Example: Dell PowerEdge R630)
2) 2 x Intel XEON E5-2695 2.3GHZ CPUs (14 Cores / 28 Threads)
3) 196GB RAM in 12 x 16GB DDR4 DIMMs
4) 5 x 1TB 2.5" SAS 7.2k HDD’s
5) 1 x Dual SFP+ NIC (Example: DELL INTEL X710 DUAL PORT 10GB SFP+ NIC)
6) 1 x Internal SD module for storing the hypervisor
7) 1 x 8GB SD Card
8) Remote management allowing remote control of the host OS (Example: iDRAC with VNC support)
2 – 1 x Management Server

1) 1U (43.68mm high) Server with server grade Intel Xeon E3-1260L v5 2.9GHz CPU (4 Cores / 8 Threads), up to 64GB RAM and Rail Kit (Example: Dell PowerEdge R230)
2) 32GB RAM in 4 x 8GB DDR4 UDIMMs
3) 2 x 2TB 3.5" SATA drives (one cold spare)
4) Remote OS management not required

Common requirements of hypervisor and management servers

1) The servers must be certified to run VMWare ESXi 5.5 and above
2) All items must be covered by a minimum 5 year warranty

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>VMware ESXi Hypervisor servers</td>
</tr>
<tr>
<td>2</td>
<td>1U Server with server grade 2 x Intel XEON E5-2695 2.3GHZ CPUs (14 Cores / 28 Threads), 192GB RAM (12 x 16GB), 1 x Dual SFP+ NIC, 1 x internal SD module with 8GB SD card and remote OS management (Example: Dell PowerEdge R630)</td>
</tr>
<tr>
<td>10</td>
<td>1TB 2.5&quot; SAS 7.2k HDD's</td>
</tr>
<tr>
<td></td>
<td>Management Server</td>
</tr>
<tr>
<td>1</td>
<td>1U Server with server grade Intel Xeon E3-1260L v5 2.9GHz CPU (4 Cores / 8 Threads), 32GB RAM (4 x 8GB DDR4 UDIMMs), 2 x 1Gb/s RJ45 network ports and Rail Kit (Example: Dell PowerEdge R230)</td>
</tr>
<tr>
<td>2</td>
<td>2TB 3.5&quot; SATA drives</td>
</tr>
</tbody>
</table>

4. Installation / Delivery / Logistics Specification

4.1 Local Content Requirements for Designated and Non-Designated Sectors

No local content has been specified for the products/services supplied in this contract other than the contracted suppliers being required to be based locally in South Africa.

4.2 Downstream, Maintenance, Services and After Sales Service

The winning vendor will be responsible for any warranty returns should the hardware develop a fault during the warranty period.

The warranty for each component must not be less than 5 years. Warranty details must be indicated in documentation that accompanies the quotation. These warrantees must guarantee that faulty parts will be replaced or repaired free of charge during the warranty period.

4.3 Installation / Delivery / Logistics Specification

Delivery of all the hardware must be completed within 60 days of receipt of Purchase Order by the supplier at the following address:
South African Institute for Aquatic Biodiversity
Somerset Street
Grahamstown
6139

4.4 Quality Requirements including applicable standards

The hardware in this order must be delivered intact and in a new and un-used condition.
5. Selection and Awarding of Contract

This Bid is evaluated through a two-stage process.

Stage 1 – Selection of Qualified Bidders (from the compliant and technically qualified bids received)

Procurement response/submission are evaluated against the Bid invitation specifications in accordance with the evaluation criteria and scoring set published in this procurement document. Respondents are required to read specification in conjunction with the corresponding evaluation selection criteria.

Stage 2 – Awarding of the Contract

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

Price - with the lowest priced Bid on an equal and fair comparison basis receiving the highest price score as set out in the 2011 Preference Regulations.

Preference - preference points as claimed in the preference claim form are added to the price ranking scores and the highest combined score is nominated for the contract award.

Administration - Contracts are awarded where Bidders have supplied the relevant administrative documentation, especially an original Tax Clearance Certificate.

Objective Reasons – Contracts are awarded in terms of PPPFA section 2(f)

6. Due Diligence

6.1 Bidder’s profile

Bidder is required to provide a profile of themselves for evaluation of their capacity to supply the required equipment including resources, details of agency or distribution agreements that they hold as well as details of equipment that they manufacture.

6.2 Contactable References

The bidder is required to supply at least three (3) contactable references and reference letters, as per the format at the end of this document. The form must be sent to current customers to be completed and no fewer than three must be returned as part of this submission. Should more than three be received, any three letters will be scored and averaged by 3.

6.3 Written references from South African Revenue Services

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

6.4 Written references of good supply practices

Bidder is required to provide written reference of its ethical and good practices through completion of the SBD8 in this procurement invitation.

6.5 Written references of good pricing practices

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

6.6 Written references of independence from government in this procurement

Bidder is required to provide written reference of its non-involvement with members of government and the
7. **Qualifying Thresholds for Selection**

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

Bids are scored utilising the following scoring systems set in each evaluation criteria:
- **Binary scoring** - where GO/NO GO scoring is applied, scores of "NO GO" are marked as failed
- Bidders that do not qualify in stage 1 are not considered in stage 2 – awarding.

8. **Selection on Specifications, Capabilities & Capacities**

The following scoring system is utilised for this evaluation:

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>GO / NO GO</th>
<th>To be completed by Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No</strong></td>
<td><strong>GO/NO GO CRITERIA</strong></td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>1</td>
<td>Have all the items in section 3 been listed on the quote (section 14)?</td>
<td>GO/NO GO</td>
</tr>
<tr>
<td>2</td>
<td>Do all the items in the quote match or exceed the requirements in section 3?</td>
<td>GO/NO GO</td>
</tr>
<tr>
<td>3</td>
<td>Does the quoted price include delivery to SAIAAB in Grahamstown?</td>
<td>GO/NO GO</td>
</tr>
<tr>
<td>4</td>
<td>Has the bidder provided three (3) written references?</td>
<td>GO/NO GO</td>
</tr>
<tr>
<td>5</td>
<td>Does the bidder have at least 5 years experience in the industry?</td>
<td>GO/NO GO</td>
</tr>
<tr>
<td>6</td>
<td>Is the baseline warranty period (item with the shortest warranty) at least five years?</td>
<td>GO/NO GO</td>
</tr>
</tbody>
</table>

Bidders must score "GO" on all of the above to be considered for the next stage of evaluation.

9. **Contract Management**

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

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

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

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

The contract commences with immediate effect upon the signing of the Contract either through a full contract or through the Contract Form - SBD7 and will continue until the longest running warranty has expired. The agreement may be terminated with one months’ notice by either party or by mutual agreement the contract may be transferred to a company nominated by the supplier.

11. Delivery Verification

NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.

12. Supply Performance Management

NRF’s representative measures the performance of the supplier in terms of the levels set in the procurement invitation. Performance is also subject to an annual review. Poor performance is managed with the supplier as per the general clauses section. Penalties are applied for poor performance.

13. Payment

The NRF undertakes to pay performance verified invoices in full within thirty (30) days from the receipt of the contractors invoice(s).

No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider will be validated for payment. The NRF does not accept predating of invoices.
**14. Pricing Schedule**

Only firm prices IN South African Rand will be accepted. The price quoted is fully inclusive of all costs and taxes. No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

Detailed information is optional and is provided as annexures to the details provided below.

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

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

**OFFER TO BE VALID FOR** 120 days **FROM THE CLOSING DATE OF BID.**

**BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>QUANTITY (unit of measure)</th>
<th>DESCRIPTION OF SUPPLIES</th>
<th>RATE/UNIT PRICE Ind. VAT</th>
<th>BID/QUOTE PRICE Ind. VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>VMware ESXi Hypervisor servers</td>
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<tr>
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<tr>
<td>1.2</td>
<td>10</td>
<td>1TB 2.5&quot; SAS 7.2k HDD's</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Management Server</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>1</td>
<td>1U Server with server grade Intel Xeon E3-1260L v5 2.9GHz CPU (4 Cores / 8 Threads), 32GB RAM (4 x 8GB DDR4 UDIMMs), 2 x 1Gb/s RJ45 network ports and Rail Kit (Example: Dell PowerEdge R230)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>2</td>
<td>2TB 3.5&quot; SATA drives</td>
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</tbody>
</table>

Sub-total

Delivery cost

**TOTAL**

The price above must include a minimum 5 year warranty and delivery to SAIAB in Grahamstown

**B-BBEE STATUS LEVEL OF CONTRIBUTION**
(Per SBD 6.1 below)

<table>
<thead>
<tr>
<th>Level</th>
<th>Preference Points Claimed</th>
</tr>
</thead>
</table>

Are detailed price schedules attached? Yes ☐ No ☐

Does the offer comply with the specification(s)? Yes ☐ No ☐

If the offer does not comply to specification, indicate deviation(s) in a separate attached schedule.
15. Preference points claim form in terms of the Preferential Procurement Regulation 2011

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, 2011.

15.1 GENERAL CONDITIONS

15.1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

15.1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80:20 preference point system shall be applicable.

15.1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

15.1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
<td>80</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

15.1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. A copy of the template for this affidavit can be found on the Department of Trade and Industry website: [https://www.trdli.gov.za/gazzettes/Affidavit_EME.pdf](https://www.trdli.gov.za/gazzettes/Affidavit_EME.pdf)

15.1.6 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.
15.2 DEFINITIONS

(a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) "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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) "non-firm prices" means all prices other than "firm" prices;

(m) "person" includes a juristic person;

(n) "QSE" means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
(s) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

15.3 USING A POINT SYSTEM

15.3.1 The bidder obtaining the highest number of total points will be awarded the contract.

15.3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

15.3.3 Points scored must be rounded off to the nearest 2 decimal places.

15.3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

15.3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

15.3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

15.4 POINTS AWARDED FOR PRICE

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

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

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[
P_s \quad = \quad \text{Points scored for comparative price of bid under consideration}
\]

\[
P_t \quad = \quad \text{Comparative price of bid under consideration}
\]

\[
P_{\text{min}} \quad = \quad \text{Comparative price of lowest acceptable bid}
\]

15.5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

15.5.1 In terms of Regulation 5 (2) and 6 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
15.5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

15.5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

15.5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

15.5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

15.5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

15.5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

15.5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

15.6 BID DECLARATION

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

15.7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 16.1.4 AND 16.5.1

15.7.1 B-BBEE Status Level of Contribution: \( = \) ........(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

15.8 SUB-CONTRACTING

15.8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

- [ ] YES
- [ ] NO

15.8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..........................%  

ii) The name of the sub-contractor..........................................................

iii) The B-BBEE status level of the sub-contractor............................................

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

- [ ] YES
- [ ] NO

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Initial:
15.9 DECLARATION WITH REGARD TO COMPANY/FIRM

15.9.1 Name of company/firm:………………………………………………………………………………

15.9.2 VAT registration number:………………………………………………………………………………

15.9.3 Company registration number:………………………………………………………………………………

15.9.4 TYPE OF COMPANY/ FIRM

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

[Tick APPLICABLE BOX]

15.9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

15.9.6 COMPANY CLASSIFICATION

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

[Tick APPLICABLE BOX]

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

15.9.8 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audire alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

**WITNESSES**

1. ..........................................................
2. ..........................................................

**SIGNATURE(S) OF BIDDERS(S)**

DATE: ..........................................................
ADDRESS ..........................................................
..........................................................
16. The NRF’s Conditions of Contract

16.1 National Treasury General Conditions of Contract
16.1.1 General Conditions of Contract (GGC), as issued by National Treasury, are part of this contractual agreement and are detailed below.

16.2 Clauses in this bid invitation conditions of contract
16.2.1 All clauses stipulated in this Procurement invitation form part of the Conditions of Contract applying to this document.

16.3 Cancellation prior to awarding
16.3.1 The NRF has the right to withdraw and cancel the Procurement Invitation.

16.4 Late bids received
16.4.1 Bids submitted after the stipulated closing date (and time) is not considered.

16.5 Collusion, fraud and corruption
16.5.1 Any effort by Bidder/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the bidder concerned.

16.6 Confidentiality
16.6.1 The successful Bidder agrees to sign a general confidentiality agreement with the NRF.

16.7 Validation of submitted documentation
16.7.1 The NRF has the right to have any documentation submitted by the Bidders inspected by another technical body or organisation.

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

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

16.10 Intellectual property provided in the bid invitation
16.10.1 The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Bidder, both successful and unsuccessful, remain the property of the NRF.

16.11 Intellectual property contained in the deliverables
16.11.1 The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.

16.12 Application
16.12.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
16.12.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
16.12.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
16.13 General
16.13.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
16.13.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

16.14 Standards
16.14.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

16.15 Use of contract documents and information; inspection
16.15.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
16.15.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
16.15.3 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.
16.15.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

16.17 Performance security
16.17.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the Special Conditions of Contract.
16.17.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
16.17.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b) a cashier's or certified cheque

16.17.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the Special Conditions of Contract.

16.18 Inspections, tests and analyses
16.18.1 All pre-bidding testing will be for the account of the bidder.
16.18.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
16.18.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

16.18.4 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.

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

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

16.18.7 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 shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

16.18.8 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.

16.19 Packing

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

16.19.2 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 the Special Conditions of Contract, and in any subsequent instructions ordered by the purchaser.

16.20 Delivery and documents

16.20.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the Special Conditions of Contract.

16.21 Insurance

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

16.22 Transportation

16.22.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the Special Conditions of Contract.

16.23 Incidental services

16.23.1 If the Supplier is required to provide any or all of the following services, including additional services, these are specified in the Special Conditions of Contract:

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

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

16.24 Spare parts
16.24.1 If specified in the Special Conditions of Contract, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

16.25.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, unless specified otherwise in the this procurement invitation.

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

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

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

16.26 Payment
16.26.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the Special Conditions of Contract.

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

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

16.26.4 Payment will be made in Rand unless otherwise stipulated in this procurement invitation.

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

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

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

16.30 Subcontracts
16.30.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

16.31 Delays in the supplier's performance
16.31.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

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

16.31.5 Except as provided under GCC 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.

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

16.32 Penalties
16.32.1 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.

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

   (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the
contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

16.33.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

16.33.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

16.33.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

16.33.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(a) the name and address of the supplier and / or person restricted by the purchaser;

(b) the date of commencement of the restriction

(c) the period of restriction; and

(d) the reasons for the restriction.

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

16.33.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16.34 Anti-dumping and countervailing duties and rights

16.34.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered
or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

16.35 Force Majeure

16.35.1 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.

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

16.36 Termination for insolvency

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

16.37 Settlement of disputes

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

16.37.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

16.37.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the Special Conditions of Contract.

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

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

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

16.38 Limitation of liability

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

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

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

16.39 Governing language

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

16.40 Applicable law

16.40.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in
the Special Conditions of Contract.

16.41 Notices

16.41.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

16.41.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

16.42 Taxes and duties

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

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

16.42.3 No contract shall be concluded with any 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.

16.43 National Industrial Participation (NIP) Program

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

16.44 Prohibition of restrictive practices

16.44.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

16.44.2 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.

16.44.3 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.

17. Special Conditions of Contract

17.1 Delivery of the goods will be not less than 60 days from receipt of the Purchase Order.

17.2 Disputes will be resolved in accordance with the rules of the Arbitration Foundation of South Africa (AFSA) by a single arbitrator appointed within 10 days by written agreement between the parties.

17.3 Payments by the Purchaser will be made by electronic transfer into the designated bank account.

17.4 Performance Security on this bid is R0.00

17.5 The Warranty of the goods procured must be for a minimum of five (5) years.

17.6 Warranty returns should have a turnaround time of one week.
18. Definitions

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

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

"B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

"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 services, works or goods, through price quotations, written price quotations, advertised competitive bidding processes or proposals;

"bid price" price offered by the bidder, including value added tax (VAT);

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

"Collusion" means Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).

Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

"comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

"consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

"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.

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

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

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

"Day" means calendar day.

"Delivery" means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock” means immediate delivery directly from stock actually on hand.

“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.

“designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

“duly sign” means a Declaration Certificate for Local Content that has been signed by the 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).

“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.

“EME” means any enterprise with an annual total revenue of R10 million or less.

“Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

“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.

“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.

“functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

“GCC” means the General Conditions of Contract.

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

“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.

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

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

“non-firm prices” means all prices other than “firm” prices;

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

“person” includes a juristic person;
“Project site,” where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“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.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

“State” means –

(i) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(ii) any municipality or municipal entity;
(iii) Provincial Legislature;
(iv) National Assembly or the National Council of Provinces; or
(v) Parliament.

“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry;

“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

“total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

“trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

“trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
19. Supplier due diligence

19.1 DECLARATION OF INTEREST

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.

<table>
<thead>
<tr>
<th>Full Name of Bidder or his/her representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity Number:</td>
</tr>
<tr>
<td>Position occupied in the Company (director, trustee, shareholder(^2), member):</td>
</tr>
<tr>
<td>Registration number of company, enterprise, close corporation, partnership agreement or trust:</td>
</tr>
<tr>
<td>Tax Reference Number:</td>
</tr>
<tr>
<td>VAT Registration Number:</td>
</tr>
<tr>
<td>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 last paragraph of this SBD4 document.</td>
</tr>
<tr>
<td>Schedule attached with the above details for all directors/members/shareholders</td>
</tr>
<tr>
<td>Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule:</td>
</tr>
<tr>
<td>Name of person/ director/ trustee/ shareholder/member:</td>
</tr>
<tr>
<td>Name of state institution at which you or the person connected to the Bidder is employed</td>
</tr>
<tr>
<td>Position occupied in the state institution</td>
</tr>
<tr>
<td>Any other particulars:</td>
</tr>
</tbody>
</table>
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule.

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Did you or your spouse or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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? If so, furnish particulars as an attached schedule:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and/or adjudication of this Bid? If so, furnish particulars as an attached schedule:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an attached schedule:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Full details of directors/trustees/members/shareholders

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference</th>
<th>State Employee Number/Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
19.2 DECLARATION OF BIDDER’S PAST SCM PRACTICES

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform or comply with the contract? If Yes, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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 their home page.
19.3  CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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 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 Combatting of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
SIGNATURE SECTION OF THE STANDARD BIDDING DOCUMENT

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the NATIONAL RESEARCH FOUNDATION in accordance with the requirements and specifications stipulated in this Bid document at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of Bid.

The following documents shall be deemed to form and be read and construed as part of this agreement even where integrated in this document:

<table>
<thead>
<tr>
<th>Invitation to Bid (SBD1)</th>
<th>Technical Specification(s);</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s responses to technical specifications, capability requirements and capacity as attached to this document</td>
<td></td>
</tr>
<tr>
<td>Pricing Schedule(s) (SBD3.1 and 3.2);</td>
<td>Tax Clearance Certificate</td>
</tr>
<tr>
<td>Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1); If required Local Content (SBD6.2)</td>
<td></td>
</tr>
<tr>
<td>Declaration of Interest (SBD4);</td>
<td>Declaration of Bidder’s past SCM practices (SBD8);</td>
</tr>
<tr>
<td>Certificate of Independent Bid Determination (SBD9)</td>
<td>General Conditions of Contract</td>
</tr>
</tbody>
</table>

I confirm that I have satisfied myself as to the correctness and validity of my Bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; 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 under this agreement as the principal liable for the due fulfilment of this contract.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that the state including 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 contract.

<table>
<thead>
<tr>
<th>NAME (PRINT)</th>
<th>WITNESSES</th>
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</thead>
<tbody>
<tr>
<td>PACITY</td>
<td>1 ________________</td>
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<tr>
<td>SIGNATURE</td>
<td>2 ________________</td>
</tr>
<tr>
<td>NAME OF FIRM</td>
<td>Date ________________</td>
</tr>
<tr>
<td>DATE</td>
<td></td>
</tr>
</tbody>
</table>

The following page is the template to be used for the Customer Satisfaction / Reference letters. Please submit this template, with your details on the first two lines, to 3 of your previous clients and submit their completed letters with your submission. Failure to do this will result in your bid being rejected.
The South African Institute for Aquatic Biodiversity seeks to purchase IT equipment to upgrade its server infrastructure. We would appreciate your effort in completing the reference below based on your experience with:

Name of Supplier requesting reference: ___________________________________________

Product/Services required: ______________________________________________________

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Poor 1</th>
<th>Below Requirements/2</th>
<th>Meets Requirements/3</th>
<th>Exceeds Requirements 4</th>
<th>Exceeds Requirements/Value adding 5</th>
</tr>
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<tbody>
<tr>
<td>Professionalism</td>
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<tr>
<td>Technical knowledge of their field</td>
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<td>Turnaround times / completion times</td>
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<tr>
<td>Satisfaction with the work done, products or services provided</td>
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<tr>
<td>Response times</td>
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<tr>
<td>Reliability of the products, equipment, services</td>
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<td></td>
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<tr>
<td>Would you use them again?</td>
<td>No</td>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
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<tr>
<td>Overall Impression</td>
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</tr>
</tbody>
</table>

Completed by: __________________________________________

Company Name: __________________________________________

Contact Number: ________________________________________

Company Stamp

Initial: