INVITATION TO BID

BID DESCRIPTION

APPOINTMENT OF A PANEL QUALIFIED SOFTWARE DEVELOPMENT SUPPLIERS TO PROVIDE SOFTWARE DEVELOPMENT SERVICES FOR THE GRANT MANAGEMENT SYSTEMS FOR A PERIOD OF 48 MONTHS

ATTENTION – FRAUD ALERT!!!!!!!!

It is common for scammers to call potential bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. DO NOT FALL FOR IT, IT IS A SCAM!

The NRF and its employees would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

Bidder Name:	
Bid Number:	NRF RIISA INFO/09/2025-26
Closing Date **Closing Time:**	08 August 2025 11h00am
Electronic Bid Submission Email Address	Size of the email (document): 20MB bids@nrf.ac.za
Bids Naming	Split documents into: 1. Technical Proposal 2. Pricing Schedule

Bidding procedure and Technical information enquiries may be directed in writing to:

Section	Supply Chain Management	Technical information enquiries
Contact person	SCM Coordinator	Project Manager
Email address	bids@nrf.ac.za	kd.toka@nrf.ac.za

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INTRODUCTION AND BID PROCEDURE

1. INTRODUCTION TO THE NRF

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The National Research Foundation Act, 19 of 2018 as amended, establishes the National Research Foundation ("NRF") as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (https://www.nrf.ac.za) for more information.

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2. BACKGROUND TO RIISA

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The Research, Innovation, Impact, Support, and Advancement (RIISA) is a business unit of the NRF. RIISA is a multi-disciplinary organisation promoting and supporting research through funding, human resources development and provision of necessary facilities to facilitate the creation of knowledge, innovation, and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the republic and Southern Africa. Further information about RIISA can be found on www.nrf.ac.za

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3. THE NEED FOR THIS PROCUREMENT WITHIN RIISA NRF HEAD OFFICE

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The NRF seeks to appoint a Panel of Five (5) qualified software development suppliers that will work together with the in-house software development team to provide system stabilisation services to the existing grant management system and to design and implement the next generation of grant management systems. The panel of Software Development Suppliers will also apply their expertise to provide end-to-end software development services including system design, full-stack, and front-end development, based on a blended hourly rate over a period of 48 months.

Working together with the in-house software development team, the panel of suppliers will be required to assess and enhance the current system architecture, address system stability issues, and design next-generation grant management solutions that leverage emerging technologies such as cloud computing, artificial intelligence (AI), and advanced analytics. Furthermore, the solution design must embed modern security best practices, ensuring resilience against evolving cyber threats and reinforcing the system's ability to detect, respond to, and recover from potential cyber-attacks.

The next-generation grant management solution will be based on a .NET framework leveraging microservices/decoupled architecture principles and optimised SQL functionalities. The solution must be highly scalable, resilient, and capable of handling large user volumes and memory-intensive operations.
The NRF aims to capitalise on each supplier's specialised expertise to optimise their contributions, ensuring maximum value for the organisation.

4. THE BID PREPARATION

Validity period from date of closure:

The validity period for price offers is set at 120 days.

Original bid documents for contract signing

The original digital document package received from bidders is filed in a secure location. In the case of a discrepancy between the evaluation copies and the master record or a discrepancy between the original package with the NRF and the bidder's copy, the original package in the secure location prevails. A digital copy is taken of the document package for use in the evaluation and decision making process.

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they must write to the RIISA representative(s) listed on the cover page of this bid document under the enquiries section.

NRF-RIISA provides a response (including an explanation of the query, but without identifying the source of the query) to all prospective, identifiable bidders (per the briefing session attendance register) within two working days of receipt of the query. NRF reserves the right not to appoint any bidder. Queries should be sent to the NRF at least seven working days prior to closure of the bid to allow the NRF to respond according to the query.

Response preparation costs

Bidders are responsible for all costs associated with the preparation and submission of their bids. The NRF is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations. This bid document is not for sale.

Counter proposals

No counter proposals or variations are accepted.

Central Supplier Database registration

The NRF is allowed legally to contract with suppliers/service providers registered on the National Treasury's Central Supplier Database (CSD) and who have passed the due diligence tests e.g. compliant tax clearance. Respondents to this bid must complete the SBD 1 with their Central Supplier Database Master Registration Number (Supplier Number) for registration and tax compliance verification.

Collusion, fraud, and corruption

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

Fronting (Hiding Beneficial Ownership)

NRF condemns any form of fronting/hidden beneficial ownership especially where defeating real empowerment through not conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. NRF's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Should NRF suspect any form of fronting, the bidder will be given 7 days from date of notification to provide evidence that such fronting does not exist. NRF, upon confirmation of fronting, will invalidate the bid or any contracts entered with the bidder, apply for the bidder to

be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies NRF may have against such a bidder.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee, or endorsements to any third parties concerning the document. The NRF has no liability towards the bidders in connection therewith.

Bidders are responsible for their own preparation due diligence.

General definitions

"Bid" means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

"Specific Goals" means the specific social-economic goals set for this bid in terms of PPPFA section 2 (1d and 1e) for which preference points are claimed on the SBD 6.1 Preference Claim form.

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

"Contract" means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the NRF;

"Equipment" means the operational unit including spares, replacement components, consumables, sub-systems, firmware, and software that delivers the specified output.

"NRF" means the National Research Foundation and it is used interchangeably with its business units managing the contract being Research, Innovation, Impact, Support, and Advancement.

5. THE BIDDER SELECTION PROCESS

Stage 1 – Verification of the ability of a bidder to provide the contract output in accordance with specifications and conditions as set out in the bid documents to enter the price competition.

Responsive to submission requirements

Bids that do not meet all the submission requirements in the bid document are a non-responsive bid and will be disqualified.

Meeting technical specifications

Bids that do not meet the minimum technical specifications and thresholds in the bid document are disqualified.

Due Diligence

The NRF reserves the right to conduct due diligence on all bids responses as and when it deems fit to do so (discretionary). Bids that fail due diligence are disqualified i.e. contacting the references to verify truthfulness of the given references and the Employer may conduct interviews with bidders to clarify their bid submission.

Stage 2 – Pricing Evaluation

NRF-RIISA evaluation committee evaluates only qualifying bidders' price offers. NRF-RIISA evaluation committee compares each bidder's price offer on an equal and fair comparison basis equitable to all bidders, considering all aspects of the bid's pricing requirements. NRF-RIISA's evaluation committee ranks the qualifying bids on price points scored in accordance with the PPPFA formula - with the lowest priced bid receiving the highest price score.

NRF-RIISA's evaluation committee verifies validity of the preference points claimed for societal goals in terms of PPPFA section 2(1e) set out in the SBD6.1 (pages 36-37) and, where verified, add these points to the price ranking points of the bid.

Stage 3 – Award and Contract Signing

NRF-RIISA's evaluation committee recommends to the NRF's Bid Adjudication Committee the bidder for subsequent approval by the Delegated Authority for signing the contract subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

Cancellation of the bid prior to award

NRF-RIISA reserves the right to cancel this bid invitation prior to making an award where.

1) Due to changed circumstances there is no longer a need for this procurement, or

2) No bids meet the required specifications, or

3) The bidding procedure listed in this bid document contravenes the Promotion of Administrative Justice Act, 3 of 2000; or

4) Where the price is too low/high in comparison to the market price range determined by NRF-RIISA or the budget allocated by NRF-RIISA to this procurement.

6. OBJECTIVE OF THE CONTRACT

The NRF seek to appoint a maximum of Five (5) qualified and competent software development suppliers to provide the following software development services for a period of 48 months:

- Systems design,
- Systems architect,
- Full stack software development,
- System Development Life Cycle process review,
- Front-end design and
- Software support services

The NRF will select a panel of qualified service providers to achieve two objectives, namely:

1. **Stabilise the existing grant management system**, NRF Connect. The plan is to have a stable solution in place while the new cutting-edge system is being implemented. The stabilised solution will continue to be in use and will be slowly phased out as the new grant management system is implemented through a milestone approach.
2. **Implement a cutting-edge grant management systems**. The implementation of a new solution will include a reviewed system architecture and design in-line with new software development architect standards, that will benefit the NRF.

The National Research Foundation (NRF) will furnish vendors with comprehensive functional and technical specifications aligned with defined project milestones for the duration of the contract. Upon receipt of each specification, the vendor will evaluate the required deliverables and submit a detailed quotation/proposal outlining the proposed scope of work, disaggregated into distinct work packages, each accompanied by indicative timelines. Commencement of work will be subject to the NRF's written acceptance of the quotation and agreement on the corresponding terms.

The current NRF Connect System was built on the following technology stack:

- ASP.Net
- Visual Studio
- JSON Objects
- Vue.js
- MS SQL 2022
- Microsoft Internet Information Server
- Technical consulting services such as MS Azure Pipeline and DevOps best practice and implementation.

The end goal for stabilising the existing grant management system and implementing a next generation grant management solution can be summarized by the following objectives.

- **Scalability**: To build a solution that supports horizontal and vertical scaling to handle growing users and large datasets efficiently.
- **High Performance**: Ensure the solution delivers high throughput, low latency, and handles memory-intensive operations effectively.
- **Reliability**: Develop a robust, fault-tolerant solution with minimal downtime and high availability.

- **Maintainability**: Design the system for easy maintenance and future upgrades with minimal disruption.
- **Security**: Implement best practices for security to protect sensitive data and ensure user confidentiality.
- **D365 ERP Integration**: Enable seamless integration with D365 ERP system to ensure smooth data flow between the ERP system and the new NRF Connect.
- **Error Handling and Audit log** – Design and Implement Error handling and audit logging necessary for maintaining system stability, security, and compliance.

E365 ERP Integration: Enable seamless integration with Microsoft D365 ERP system to ensure smooth data flow between the D365 ERP system and the new granting system solution. NRF makes use of a cost centre structure for managing the funding of grants, the allocation of budget and expenditure against funds is managed and tracked through D365.

For real time data exchange, standardisation and secure authentication restful web API's are used for integration between NRF Connect and D365.

7. CONTRACT PERIOD

The contract period for this bid contract is for the duration of forty-eight months (48 months).

8. BIDDER'S QUALIFYING REQUIREMENTS

Only those bidders that meet the following minimum qualifications to execute the contract will proceed to being appointed on the panel for the duration of contract subject to performance of the appointed suppliers. The bidder must ensure that all information submitted to the NRF complies with applicable Intellectual Property laws and the Protection of Personal Information Act (POPIA)

1. The bidder must provide the following information about a **project worked on in the past 2 years**.
    II.   Summarised business requirements for the project.
    III. A problem statement for the project that clearly defines the projects ultimate objective and key challenges that need to be resolved.
    IV.   A technical architecture diagram addressing the problem statement making reference to the following technologies:
        1. ASP.Net Core;
        2. Visual Studio;
        3. JSON Objects;
        4. Vue.js, Angular, React or similar technology;
        5. MS SQL 2019 or higher;
        6. MS Azure Pipeline
        7. MS DevOps
2. The bidder must provide the following technical documentation based on a **Microservices Architect** that they implemented in the past 2 years:

- A problem statement for the project that clearly defines the projects ultimate objective and key challenges that need to be resolved.
- Summarised business requirements for the project.
- A technical architecture diagram showcasing microservices architecture as a solution.
- The bidder must provide a technical diagram illustrating the use of API's as integration points.
- The bidder must provide a diagram that illustrates the software development methodology used to implement the solution.
- The bidder must provide a user designed document with a URL of one (1) project worked on using Vue.js, Angular, React or related technologies.

3. The bidder must submit summarised **CV's of the technical staff** that will form part of the technical team. The CV must clearly indicate the following:
- Experience in number of years and projects worked on in line with the technology stack above.
- Experience in number of years and projects worked on using Microservices architecture.
- The Software Architect must have a minimum of 3 years' experience as a Software Architect implementing Microservices Architecture.
- The Software Developer must have a minimum of 4 years' experience working with Microservices Architecture and a minimum of 4 years' experience in the Technology Stack mentioned in the document.
- The Front-End Developer must have a minimum of 3 years' experience working on Vue.js, Angular, React or related technologies.

4. The bidder must provide a minimum of **2 reference letters** per the following categories for which the bidder is bidding for, indicating satisfactory service rendered.
- Project work done in the past 3 years using the technology stack mentioned in the document.
- The reference letter(s) from the respective customers should be on their company letterheads and confirm/specify the services that were rendered to the company in line with the bid category.

The bidder must submit a complete response that substantially satisfies all the requirements as stated in above in this document.

Background to the bidder bidding for the contract:

The bidder provides its legal detail on the SBD1 form in this document with the attached CSD report. (Pages 36 to 37).

Ethical Requirements:

The bidder must confirm that there are no interests with the NRF, has clean business practices, and has determined its bid independently from others as reflected on its submitted SBD 4 (Pages 37 to 40).

Price Submission Administration

The bidder has submitted the completed SBD3.3 (pages 44-45) in this document in a separate electronic folder.

The bidder must submit detailed pricing breakdown schedules to allow the Evaluation Committee to assess the completeness of their pricing offer.

The bidder has provided details for any claim for preference points SBD 6.1 (See page 51-55).

TECHNICAL EVALUATION CRITERIA FOR THE BID						

EVALUATION MATRIX

Selection Element	Weighting	0	1	2	3	4
Technology stack technical documentation	20	0	5	10	15	20
Microservices technical documentation	40	0	10	20	30	40
Experience and project work	30	0	10	15	25	30
Bidder's track record	10	0	3	5	8	10

EVALUATION CRITERIA	POINTS (%)

TECHNOLOGY STACK TECHNICAL DOCUMENTATION
 	
The bidder must provide the following information about a project worked on in the past 2 years.
 	
1) A problem statement for the project that clearly defines the projects ultimate objective and key challenges that need to be resolved
2) Summarised business requirements for the project.
3) A technical architecture diagram addressing the problem statement making reference to the following technologies:
    i. ASP.Net Core;
    ii. Visual Studio;
    iii. JSON Objects;
    iv. Vue.js, Angular, React or similar technology;
    v. MS SQL 2019 or higher;
    vi. MS Azure Pipeline
    vii. MS DevOps
	20

SCORING MATRIX

Understanding and clarity of the business problem that needs to be resolved.	
Does the summarised business requirement capture the challenges and provide a business solution.	
Does the architectural diagram address the business requirements and provide a sound technical solution.	

MICROSERVICES TECHNICAL DOCUMENTATION	40
The bidder must provide the following technical documentation based on a Microservices Architect that they implemented in the past 2 years: 1. A problem statement for the project that clearly defines the projects ultimate objective and key challenges that need to be resolved 2. Summarised business requirements for the project. 3. A technical architecture diagram showcasing microservices architecture as a solution. 4. The bidder must provide a technical diagram illustrating the use of API's as integration points, make reference to security and standards. 5. The bidder must provide a diagram that illustrates the software development methodology used to implement the solution. 6. The bidder must provide a user design document with a URL of one (1) project worked on using Vue.js, Angular, React or related technologies.	

SCORING MATRIX
Understanding and clarity of the business problem that needs to be resolved.
Does the summarized business requirement capture the challenges and provide a business solution.
Does the architectural diagram address the business requirements and provide a sound technical solution.
Are the API's developed to industry standards and best practices
Is the software development methodology aligned to agile industry standard practices.
Does the look and feel on the design document translate to the site provided in the URL?

EXPERIENCE AND PROJECT WORK	30
The bidder must submit summarised CV's of the technical staff that will form part of the Technical team. The CV must clearly indicate the following 1) Experience in number of years and projects worked on in line with the technology stack above. 2) Experience in number of years on projects worked on using Micro services architecture.	

3) Experience in number of years on projects worked on using Vue.js, Angular, React or similar technology.

The Software Architect must have a minimum of 3 years' experience as a Software Architect implementing Microservices Architecture.

The Software Developer must have a minimum of 3 years' experience in Microservices Architect and a minimum of 3 years' experience in the Technology Stack in the document.

The Front-End Developer must have a minimum of 3 years' experience working on Vue.js, Angular, React or related technologies.

SCORING MATRIX
Experience, in years of the Software Architect in working on Microservices architecture and relevant projects undertaken.
Experience, in years of the Senior Developer in working on the technology stack mentioned in the document.
Experience in years of the Senior Developer in working on Microservices architecture including relevant projects undertaken.
Experience, in years of the Front-End Developer working on Vue.js, Angular, React and related technologies.

BIDDER'S TRACK RECORD (REFERENCE LETTERS)   **10**

The bidder must provide a minimum of 2 reference letters per the following categories for which the bidder is bidding for, indicating satisfactory service rendered.
- Project work done in the past 3 years using the technology stack mentioned in the document.

The reference letter(s) from the respective customers should be on their company letterheads and confirm/specify the services that were rendered to the company in line with the bid category.

The letter(s) MUST ALSO INCLUDE:

- The name of the company at which the service was provided.

- Details of the specific services that were rendered in line with the category the bidder is bidding for.

- Contact person and contact details.

- The period in which the service was rendered from the start to the end date (including the date, month, and year).

The bidder must include the table below in the bid proposal in support of the reference letters:

Name of company	Nature/ Description of service	Period of service (DD/MM/YY	Contact person and contact details

		– DD/MM/YY)		
Has the bidder submitted 2 reference letters that are not older than 3 years?				
Do the reference letters speak to the technology stack mentioned?				
Are the letters dated, signed with contact details?				
Do the reference letters indicate the type of service rendered?				
			Maximum points	100

Only a maximum of five highest scoring bidders will be selected to form part of the panel. Bidders must achieve a minimum score of 75 points for stage 2 to be appointed on the panel.

9. DETAILED SPECIFICATION OF THE BID REQUIREMENTS (SCOPE OF WORK)

The NRF seeks to invite suitable, qualified and competent software development service providers to work together with the NRF software development team in meeting the following objectives:

1. Stabilising the existing NRF Connect System
2. Implementing a next-generation NRF Connect, grants management system.

Stabilising the existing NRF Connect System

The system stabilisation involves a meticulous process of activities aimed at identifying, addressing and resolving issues that affect the existing NRF Connect's performance, reliability and functionality. The following activities will be performed as part of the scope of work to stabilise the system:

Objectives

The key objectives for stabilising the existing NRF Connect system will include:

1. **Bug Fixing**: Resolving issues and defects discovered during testing or post-deployment. This can include fixing functional bugs, performance problems, security vulnerabilities, or user interface glitches.

2. **Performance Tuning**: Optimizing the system to improve response times, reduce latency, and ensure it can handle high volumes of users or data efficiently. This might involve database optimization, caching strategies, or load balancing adjustments.

3. **Stress and Load Testing**: Conducting additional tests to simulate high traffic or extreme conditions to ensure the system can perform under peak load without crashing or slowing down.

4. **Error Handling Improvements**: Ensuring that error detection and handling mechanisms are in place, in-line with SDLC standards, so that the system can recover gracefully from any unexpected issues.

5. **Security Hardening**: Implementing security best practices to protect the system from vulnerabilities, ensuring data privacy, encryption, access control, and protection against potential threats.

6. **Integration Testing**: Verifying that the system works well with other systems or components, including external services, APIs, or databases.

7. **User Feedback Incorporation**: Gathering input from users (or internal stakeholders) to identify any usability issues or unmet needs and making necessary adjustments to improve the user experience.

8. **Monitoring and Logging Setup**: Ensuring that monitoring tools and logging systems are in place to detect and alert on system failures or abnormal behavior in real-time.

9. **Documentation Updates**: Updating documentation for system architecture, configuration settings, and operational processes to reflect changes made during the stabilization phase.

10. **Configuration and Deployment Optimization**: Refining system configurations for optimal performance and preparing deployment pipelines for efficient and error-free releases.

System stabilisation will ensure that the existing NRF Connect system operates at peak efficiency, minimising downtime, and ensuring a smooth experience for end-users. This will also provide peace of mind allowing the technical team to focus on implementing the next-generation of grant management systems.

Implementing a next-generation NRF Connect, grants management system

The NRF also seeks to implement a next generation grant management system utilising decoupling technologies, and optimizing SQL functionalities. The solution will be highly scalable, capable of managing large volumes of users, and optimised for high-intensity memory operations. Additionally, the solution will seamlessly integrate with the Microsoft D365 ERP system to facilitate data exchange, synchronisation, and real-time business process automation. The new system will ensure high performance, scalability, reliability, and smooth operation by making use of the following proposed technologies.

Objectives

1. Technical Architecture and Components

   - Framework: The solution will use the latest version of .NET (e.g., .NET 6/7) for building robust, high-performance web services.
   - RESTful API: Develop stateless RESTful APIs to allow communication between client applications and backend services.
   - API Gateway: Use an API Gateway (e.g., Azure API Management) for secure, efficient routing and traffic management.
   - Asynchronous Processing: Implement asynchronous communication for non-blocking operations across services.

2. Decoupling Technology

   - **Microservices Architecture**: Build the solution using microservices to allow independent scaling and easy maintenance of different components.
   - **Message Queueing**: Use message queueing technologies for reliable asynchronous communication.
   - **Service Discovery**: Utilise service discovery mechanisms to automatically detect and manage microservices.
   - **Event-Driven Architecture**: Use event-driven communication patterns to decouple system components and ensure high responsiveness.

3. Microsoft SQL Database and Performance Optimization

   - SQL Server: Use MS SQL as the primary relational database for storing business data.
   - Data Partitioning: Implement database partitioning to handle large datasets efficiently and improve query performance.
   - Indexing & Query Optimization: Utilise indexing and SQL query optimisation techniques to minimise response times and database load.
   - Caching: Implement a distributed caching layer to reduce database calls for frequently requested data.
   - Stored Procedures: Use stored procedures for complex operations to reduce round-trips and optimise database queries.

4. Microsoft D365 ERP Integration

   - ERP Data Synchronization: Ensure seamless integration between NRF Connect and D365 ERP system by implementing real-time data synchronisation, ensuring that key business data. is automatically synchronised between the systems.
   - API Integration: Integrate with the D365 ERP to allow for real-time or batch data exchange between the software solution and the ERP system.

5. Error handling and Logging

   - Error Handling: Develop a robust error handling and logging functionality for any API transactional failures, ensuring that issues are addressed speedily.

- Events Audit Logging: Design and implement an audit trace log for specified transactional data to detect potential issues, system re-try functionality, compliance maintenance and audit reporting.

6. Scalability and Performance

- Load Balancing: Deploy load balancers (e.g., Azure Load Balancer, AWS ELB) to distribute traffic across the application and database servers to optimize resource utilization.
- Horizontal and Vertical Scaling: Design the system to support both horizontal (adding more instances) and vertical scaling (upgrading server capacity) to accommodate future growth.
- Auto-Scaling: Implement cloud-based auto-scaling features (e.g., Azure Scale Sets, AWS Auto Scaling) to adjust resources automatically based on traffic demands.
- Memory Optimization: Use in-memory data storage technologies (e.g., Redis) to store frequently accessed data, reducing latency and enhancing performance during peak usage times.

7. High-Intensity Memory Services

- In-Memory Caching: Implement in-memory caching using technologies like Redis to improve response times and reduce load on the database.
- Memory Management: Optimize memory usage by using memory pooling techniques and minimizing memory leaks to avoid bottlenecks in high-load situations.
- Profiling and Monitoring: Implement memory profiling tools (e.g., Application Insights, .NET Memory Profiler) to monitor memory usage and identify optimization opportunities.
- Garbage Collection Tuning: Optimize .NET garbage collection settings to ensure efficient memory management during high-intensity operations.

8. SECURITY CONSIDERATIONS

- Data Encryption: Encrypt all sensitive data at rest and in transit using AES and TLS protocols to prevent unauthorized access.
- API Security: Implement API security features like rate limiting, IP whitelisting, and secure API tokens to protect against misuse.
- Access Control: Use role-based access control (RBAC) to restrict access to sensitive data and system functionalities based on user roles.
- Compliance: Ensure the solution complies with relevant data protection regulations (e.g., GDPR, CCPA, POPIA) and industry standards.
- Security Testing: Conduct regular penetration testing and security audits to identify vulnerabilities and ensure the system remains secure.

9. TESTING AND VALIDATION

- Unit Testing: Conduct unit testing on individual components, including business logic, API endpoints, and data access layers.
- Performance Testing: Perform load testing (e.g., using Apache JMeter) to validate system performance under heavy usage and high traffic.

- Integration Testing: Ensure the system integrates seamlessly with the Microsoft D365 ERP system through comprehensive integration testing, ensuring data flows correctly and in real-time.
- Stress Testing: Validate system behaviour under extreme stress conditions, such as high traffic or memory-intensive operations.
- End-to-End Testing: Conduct end-to-end testing to ensure that the system operates as intended across all modules, including the integration with the ERP system.

10. DEPLOYMENT AND MAINTENANCE

- Continuous Integration and Deployment (CI/CD): Implement an automated CI/CD pipeline using Azure DevOps, GitHub Actions, or Jenkins to streamline development, testing, and deployment.
- Containerization: Use Docker containers and Kubernetes for managing deployments, enabling scalability, and simplifying operations.
- Monitoring and Logging: Utilize centralized logging and monitoring tools (e.g., Application Insights, ELK Stack) to track system performance, identify issues, and ensure system health.

ERP Integration Monitoring: Continuously monitor the integration with the Microsoft D365 ERP system, ensuring that data synchronization and business processes run smoothly and accurately

The diagram below represents a proposed technology stack for the new generation NRF Connect.
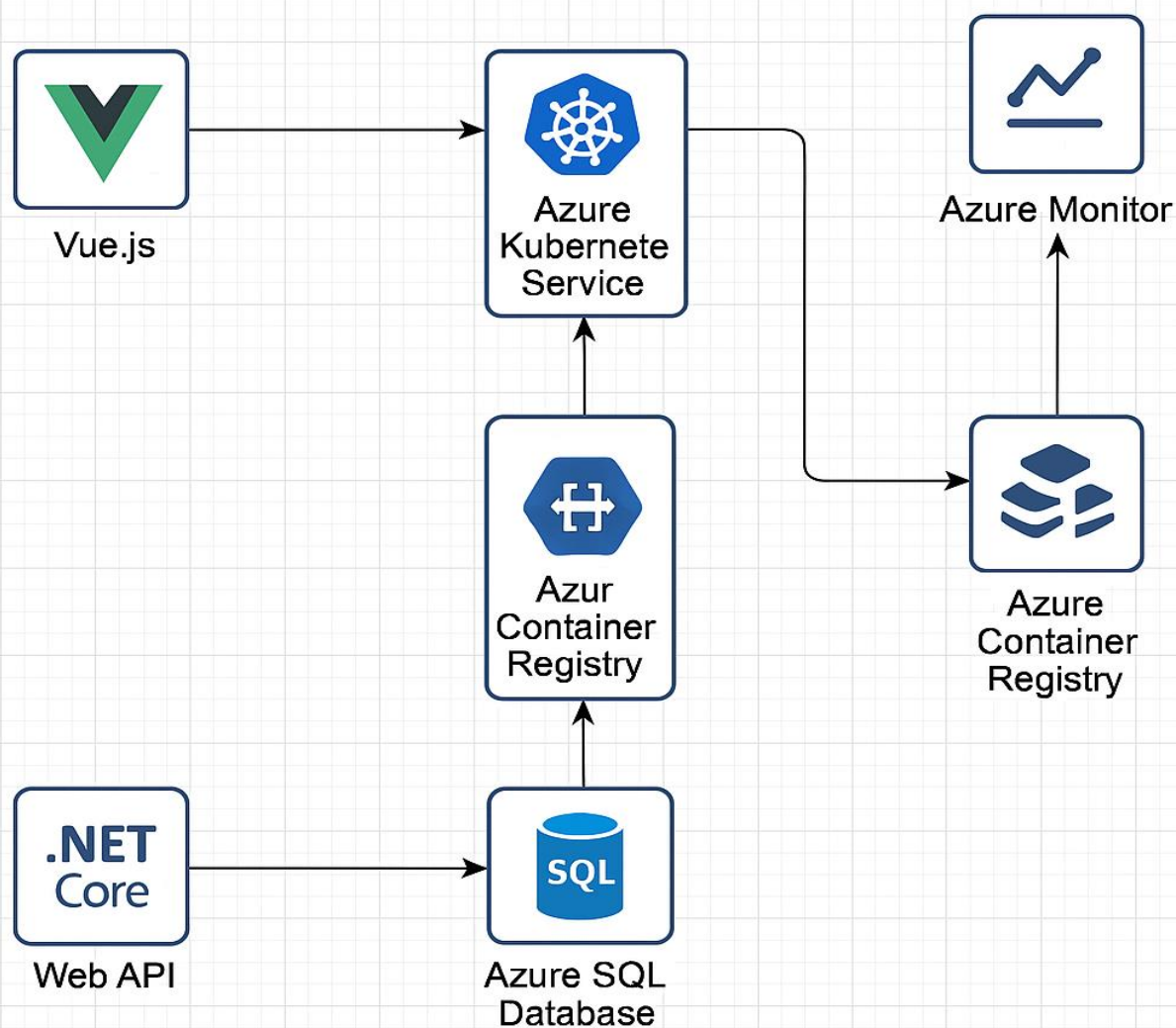

Both the existing and new solutions will be hosted on premises, the NRF has a fully capable data centre that makes use of virtual machines. The NRF makes use of the following environment:

NRF CONNECT SYSTEM

Environment	Hosting	Data Residency
Development	Microsoft Azure	On-premise
UAT	On-premise	On-premise
Preproduction/Training	On-premise	On-premise
Production	On-premise	On-premise

The figure below depicts a high-level process flow for pre and post grant management processing.
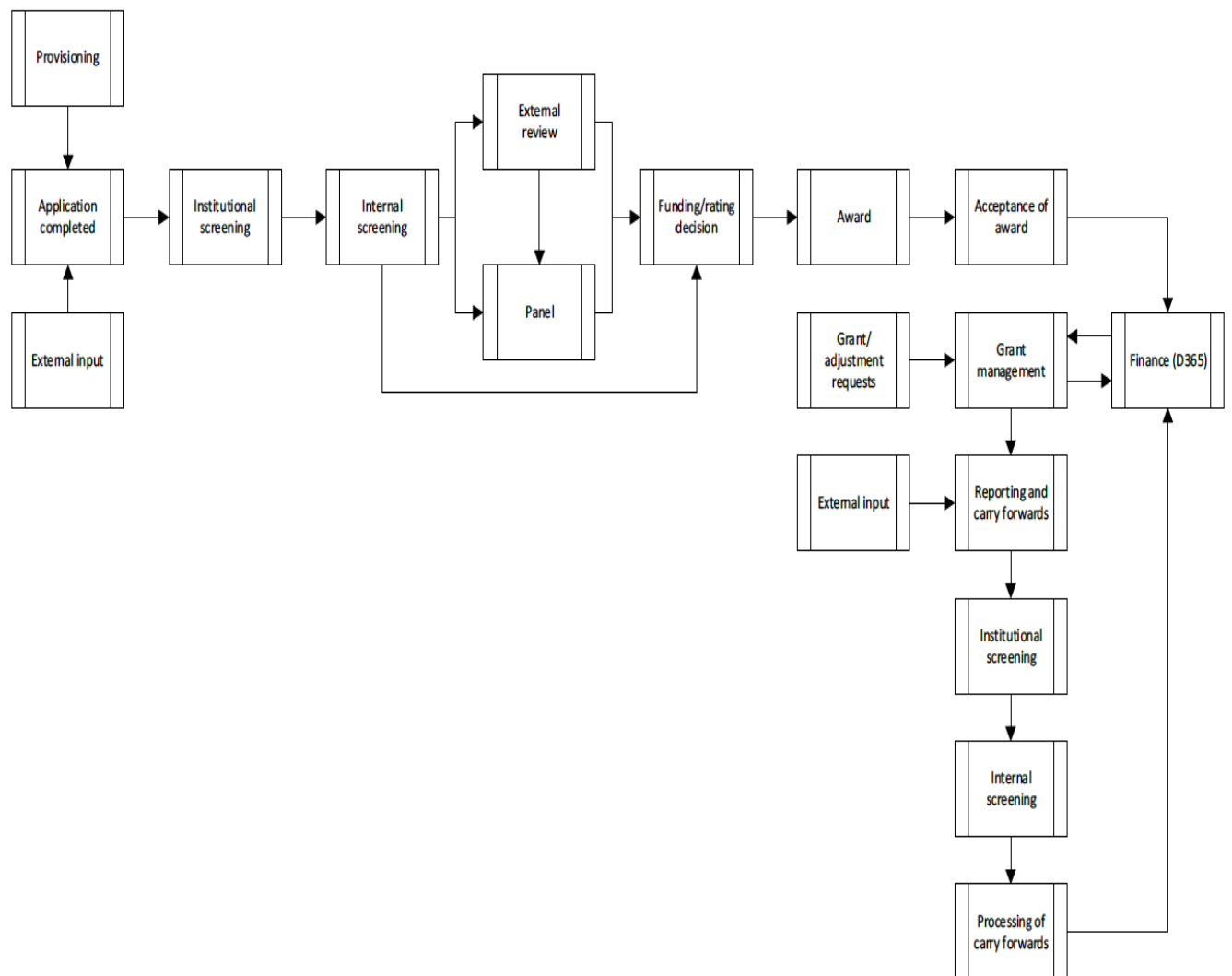
The table below lists the fields in NRF Connect System and Microsoft D365 that are used as keys to link the data structures in the two respective systems. The integration will make use of Restful API functionality to integrate the two systems.

Object	Submissions	D365	Comment
Funding Opportunity	Cost Center ID	L1 Project ID	A project is created in D365 at Level 1 of the project hierarchy for each funding opportunity.
Beneficiary institution	Institution ID	Vendor ID L2 Project ID	For each Level 1 project (funding opportunity) a Level 2 project is created per beneficiary institution that will receive funds from that opportunity. Individual grants are created as line items on Level 2 projects.
Grant holder	Grant holder ID	Resource ID	A Resource is created in D365 for each grant holder (natural person). This requires the creation of a Worker in the system. The Resource is linked to each line item that is created on the Level 2 project. The line item will also be linked to a project category and will have a budget.
Grant	Funding Decision ID	Project ID + Resource ID + Budget Year	A unique relationship is required between a grant in D365 and the Funding Decision ID in NRF Connect.
Grant line item	Category ID	Project Category ID	Allowed grant categories, as determined by cost center rules, are created as Project Categories for each Level 1 project. These categories must be inherited by each Level 2 project that is linked to the Level 1 project.

High Level Project Timelines (Estimates)

The diagram below depicts an estimated high level project timeline for the next generation system for NRF Connect.

Project Timeline Overview
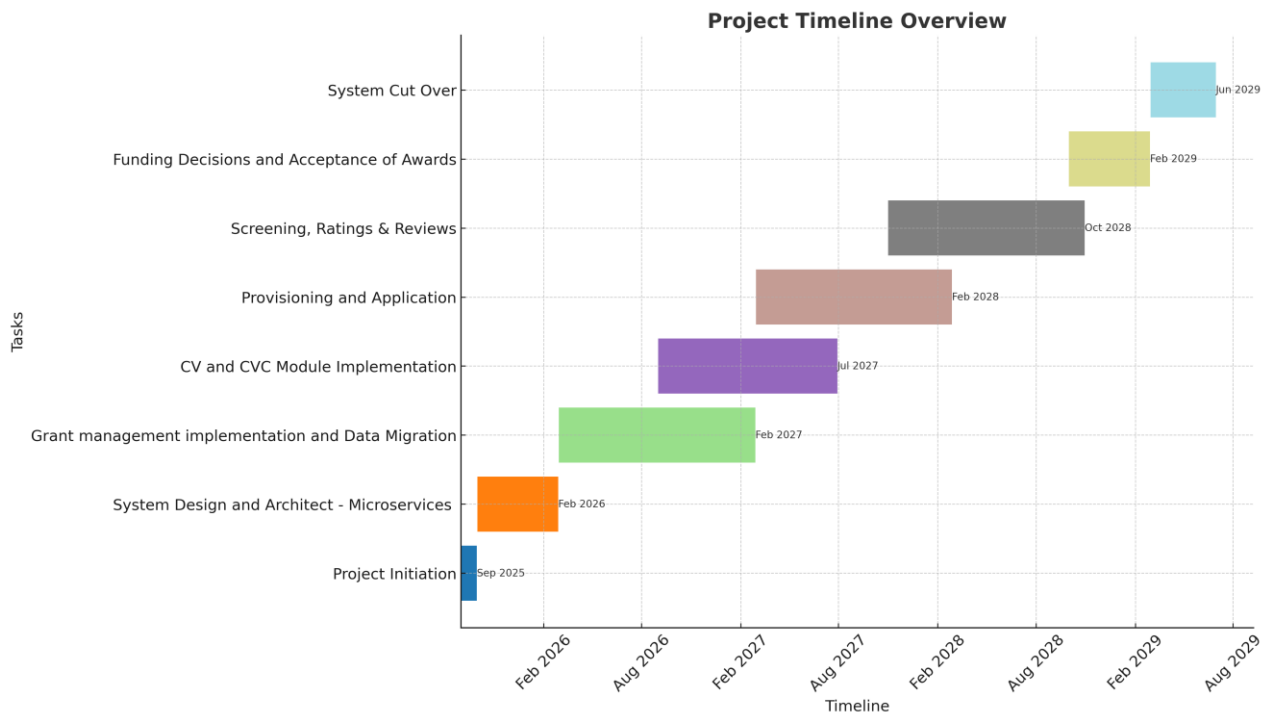
10. PERFORMANCE LEVELS STATEMENT		
Service/Goods being Measured	**Measurement Methodology**	**Penalty/Bonus and level applicable from**
Late delivery penalty	Milestone release to live/production environment sign off	Late delivery of work without approved extension will result in a penalty of 10% of the milestone value.
Non compliance with technical specification	User Acceptance Testing	The total amount due for the milestone will be retained until the deficiencies are corrected at no extra cost to the NRF.
Failure to pass User Acceptance Testing	User Acceptance Testing	Should the milestone fail UAT more than two times then a penalty of 10% will be applied to the total milestone value, new timelines will be agreed with penalties for further failures.
Poor code quality	Security Flaws Vulnerability Testing	Critical vulnerabilities found in code after Live/Production deployment will result in correction by the vendor at no cost to the NRF and a penalty of 10% of the total milestone cost.
Downgrade of technical project members	Weekly project meetings	Substituting key technical personnel or replacing them with less experienced staff will incur in a 10% penalty on the expected milestone costs per instance.
Incomplete project documentation	Acceptance sign off	10% milestone penalty will be enforced on incomplete documentation such as user manuals, technical documentation, training documentation.

11. POST AWARD – THE BIDDER SELECTION PROCESS PER PROJECT/EVENT (APPOINTED PANELISTS)

Stage 1 – Competitive bidding per project

Panellists to be provided with scope of work per project. This will either be on a rotational basis or a competitive bidding amongst appointed panellists.

Stage 2 – Award of actual contract per project and or event

Panellists will be required to submit pricing per project invitation on a rotational or competitive bidding process.

- In case of competitive bidding, the 80/20 or 90/10 preference point system will be applied as stipulated under the Preferential Procurement Regulations, 2022. 80 or 90 points will be awarded for price and 20 or 10 will be awarded for the specific gaols for that specific project and or event. The highest contract will be awarded to a panellist scoring the highest combined points, unless objective criteria is stipulated in the invitation.

- In case of rotation, a selected panellist will be require to provide a market related pricing subject to negotiations for each project.

- Confirmation in terms of a purchase order/agreement will be issued for each awarded project prior to commencement of the work.

- Each project will follow the normal SCM delegation of authority table of the NRF.

Special Condition

The NRF does not commit nor guaranteed any quantity of work and spending a specific value to any panellist during the contract period. Work commitments are subject to identified needs as and when required.

Cancellation of the bid prior to award

NRF reserves the right to cancel this bid invitation prior to making an award were.

1) Due to changed circumstances there is no longer a need for this procurement, or

2) No bids meet the required specifications, or

3) The bidding procedure listed in this bid document contravenes the Promotion of Administrative Justice Act, Act 3 of 2000; or

4) Where the price is too low/high in comparison to the market price range determined by the NRF or the budget allocated by the NRF to this procurement.

12. GENERAL AND SPECIAL 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, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 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" are 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 are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components

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.

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.

12. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

1.14   "GCC" mean the General Conditions of Contract.

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.

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.

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

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

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

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

1.21   "Purchaser" means the organization purchasing the goods.

1.22   "Republic" means the Republic of South Africa.

1.23   "SCC" means the Special Conditions of Contract.

1.24   "Services" means that 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.

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

GCC2   Application

2.1   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.

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

12. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

GCC 3   General

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.

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

GCC 4   Standards

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

GCC 5   Use of contract documents and information

5.1   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 made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2   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.

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.

5.4   The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and consents to have the documents audited by auditors appointed by the purchaser, if so required by the purchaser.

SCC5A   Copyright and Intellectual Property

Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.

Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.

All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract vests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendix to this contract.

Both parties shall keep the intellectual property created during the performance of this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

The contracted party agrees to 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 statutory protection.

The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective 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.

The contracted party 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 discretion, requires in order to give effect to the terms of this clause.

SCC5B   Confidentiality

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:

- Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent;

- 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

- 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 both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- Disclose the confidential information to any third party, or

- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

- 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 that it:

- Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF;

- Has become generally available to the public other than as a result of a breach of this contract by the recipient;

- 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

- 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:

- All written disclosures received from the NRF;

- All written transcripts of confidential information disclosed verbally by the NRF; and

- All material embodiments of the contract intellectual property.

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.

The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

SCC5C   Copyright and Intellectual Property

Subject to compliance with the data protection laws applicable to it from time to time including the Protection of Personal Information Act No.4 of 2013 (POPIA), the third party hereby grants the NRF

permission, in terms of POPIA to process, use, or disclose the personal information received in connection to this bid.

GCC6   Patent rights

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.

GCC7   Performance security

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.

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.

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:

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

7.3.2 cashier's or certified cheque.

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.

GCC8   Inspections, tests and analyses

8.1   All pre-bidding testing will be for the account of the bidder.

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.

8.3   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.

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.

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 cost in connection with these inspections, tests, or analyses.

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.

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.

8.8   The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

GCC9   Packing

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.

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.

SCC9   No special condition applicable.

GCC10   Delivery and Documentation

10.1   Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2   Documents submitted by the supplier specified in SCC.

SCC   No special condition applicable.

GCC11   Insurance

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

SCC11   The service provider shall, at its own cost, maintain the following insurance policies for the duration of the contract:
- Professional Indemnity Insurance Covering liability for damages arising from negligent acts, errors or omissions in the performance of software development and related services, with a minimum cover of R 2 million per claim.

- Cyber Liability Insurance (if applicable)_Covering liability for damages or losses arising from unauthorised access, data breaches, denial of service attacks, and related cyber risks, with a minimum cover of R 2 million
- General Public Liability Insurance (if any on-site services are performed)_Covering injury or damage arising out of work performed at the NRF's premises, with a minimum cover of R 1 million

The NRF reserves the right to request proof of such insurance prior to contract commencement and at reasonable intervals thereafter. Failure to maintain adequate insurance may be considered a breach of contract.

GCC12   Transportation

12.1   Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

SCC12   No special condition applicable.

GCC13   Incidental services

13.1   The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4 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

13.1.5 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.

13.2   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.

SCC13   In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issuance of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date of such services.

GCC14   Spare parts

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:

14.1.1 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

14.1.2 In the event of termination of production of the spare parts:

14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

SCC14 In the event that this document makes provision of spare parts elsewhere, the term "may" in GCC14 shall be replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.

GCC15 Warranty

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

15.2 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.

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

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.

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.

SCC15 12 month is replaced with 60 months and 18 months replaced with 66 months. The service provider is required to respond to warranty claims within 5 business days. An amount of 5% of the Contract Price will be retained by the NRF to cover potential warranty claims for a period of 6 months after the software has been deployed. Should the service provider not respond to a Warranty claim within 5 business days, the NRF may engage an alternative supplier to rectify the defect and deduct the cost thereof from the amount retained.

GCC16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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.

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.

16.4   Payment will be made in Rand unless otherwise stipulated in SCC.

SCC16   Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract

GCC17   Prices

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.

SCC17   No additional special conditions other than stated in the price section in this document.

GCC18   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   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   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   Delays in supplier's performance

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.

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.

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.

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.

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.

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 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   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   Termination for default

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:

23.1.1 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;

23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or

23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2   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.

23.3   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.

23.4   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.

23.5   Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting 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 Authority actively associated.

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

   23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

   23.6.2 the date of commencement of the restriction

   23.6.3 the period of restriction; and

   23.6.4 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.

23.7   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 ten (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.

GCC24   Anti-dumping and countervailing duties and rights

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.

GCC25   Force Majeure

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.

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.

GCC26   Termination for insolvency

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.

GCC27   Settlement of disputes

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.

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.

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.

27.4   Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

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

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

GCC28   Limitation of liability

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

28.1.1 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

28.1.2 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.

GCC29   Governing language

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.

GCC30   Applicable law

30.1   The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

GCC31   Notices

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.

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.

GCC32   Taxes and duties

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.

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.

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.

GCC33   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   Prohibition of restrictive practices

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

12. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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).

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.

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.

13. EVALUATION CRITERIA TO DETERMINE BID ACCEPTANCE

Selection Decision Administrative	Description of Evidence Required	Bid Section Reference	Reference to bidder's document	Decision Weight	DECISION SCHEME	NRF-RIISA VERIFICATION
Has the bidder completed and signed the SBD 4 form?	SBD 4 Form and CSD report	Bidder's Qualifications on pages 48 to 50		Mandatory	Yes / No	
Has the bidder made any disclosures of ethical and practises which would preclude it from responding to this bid?				Mandatory	Yes / No	
Has the bidders submitted the CSD report?				Mandatory	Yes / No	
Has the bidder been disbarred from doing the business with govern?				Mandatory	Yes / No	
Has the bidder completed and signed the SBD 1?	Completed and Signed SBD 1 with supporting detail report from the CSD	Bidder's Qualificati		Mandatory	Yes / No	

		ons on pages 46 to 47				
Has the bidder submitted SBD 6.1 for preference points purposes	Signed SBD 6.1 with proof substantiating the preference points being claimed	Bidder's Qualificati ons on pages 51 to 55		Mandatory	Yes / No	
Did the bidder submit its pricing schedule in a separate folder?	SBD 3.3 Form	Bidder's Qualificati ons on pages 44 to 45		Mandatory	Yes / No	

Technical Documentation. .	The bidder must provide summarised business requirements for each of the two objectives that includes a problem statement and a technical architecture that makes reference to the following technologies. a) ASP.Net; a) Visual Studio; b) JSON Objects; c) Vue.js, Angular, React or similar technology; d) Ms SQL 2022; e) Ms Azure Pipeline; f) Ms DevOps.	Page 8 -13		Mandatory	Yes / No
Contactable References	The bidder must submit two (2) contactable reference letters of work done in the past 2 years on the stack technology mentioned above. The letters must be dated, signed and indicate the type of work/service that was rendered.	Page 8 -13		Mandatory	Yes / No

Technical Architect Diagram on Micro Services.	The bidder must provide a software architect diagram based on microservices architecture of a project and solution that they designed.	Page 18		Mandatory	Yes / No	
Technical Diagram on API's	The bidder must provide a technical diagram illustrating integration with ERP systems using API's. This must be based on a project that the bidder has worked on.	Page 18		Mandatory	Yes / No	
Project Documentation.	The bidder must provide a brief summary and URL'S of two (2) projects worked on using cloud and containerisation technologies	Page 19		Mandatory	Yes / No	
Curriculum Vitae of Technical Staff .	The bidder must submit the CV's of the technical staff that will form part of the team, the CV must clearly indicate the work experience relevant to this project. The CV's should show the individuals technology stack qualifications and experience in working on microservices architecture.	Page 9		Mandatory	Yes / No	

Project Documentation	The bidder must provide a brief summary of two (2) projects worked on using Agile Software Development methodology and the benefits gained from using the methodology.	Bidder's Qualificati ons on page 8 - 13		Mandatory	Yes / No	
BIDDER IS ABLE TO DELIVER THE SPECIFICATION AND MEET CONTRACT CONDITIONS?	**YES – PASS TO PRICING COMPETITION**				**NO– DISQUALIFIED**	

SBD 3.3: PRICING DETAIL

Pricing Special Conditions

1	**Pricing Schedule:** In terms of <u>General Conditions of contract clause 17.1</u>, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:
2	**Firm Quantities over the Contract Period:** The NRF requires firm set quantities during the current period with the time of delivery being determined during the contract period.
3	**Estimated quantities over the Contract Period:** The NRF may require further quantities during the current period with the actual quantity and time of delivery being determined when such quantities are needed. For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing. The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
4	**Placement of written purchase orders for actual quantities ordered:** The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.
5	**Contract Ceiling Price:** With these estimates in the bid contract, the contract ceiling price includes both the firm quantities and the potential future quantities within the contract ceiling price. The NRF manages the contract within the contract ceiling price by paying only for the verified deliveries/performances in terms of the clauses of this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
6	**Price Adjustments:** In terms of <u>General Conditions of Contract clause 17.1</u>, the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1.</u> **Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.**
7	<u>Price quoted</u> is South African Rands in terms of General Conditions of contract clause 16.4
8	<u>Price Quotation Basis</u> Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. <u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.
9	<u>Detail Pricing Support:</u> Detailed information e.g. costed bill of quantities is optional where not stated in the price schedule below and is provided as an annexure to the details included in this SBD 3
10	<u>Application of Preference Points:</u> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE (Professional Services)	SBD 3.3
DESCRIPTION	**BID PRICE IN RSA CURRENCY** ****(ALL APPLICABLE TAXES INCLUDED)**

1.	The accompanying information must be used for the formulation of proposals	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases (excluding incidental expenses). Special Condition: Total Contract Value will be based on available budget of the NRF for the duration of the contract.	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF	
4.	**The NRF requests a blended hourly rate proposal for software development services that align with the technology stack and role composition: Blended Rate Requirements: The proposed blended hourly rate must account for the involvement of the following key roles.**	
5.	**PERSON AND POSITION**	**HOURLY RATE**
	A **Software Architect** with experience in Clean Architecture and Microservices design	R
	A **Senior Software Developer** proficient in C#, .Net, and SQL	R
	A **Front-End Developer** skilled in Vue.js, Angular, React, or similar modern frameworks.	R
	Blended Rate	R
6.	Are the rates quoted firm for the full period of the contract (i.e. 12 months)	Variable Prices subject to annual negotiated percentage increase.
7.	If not for the full period, the firm should provide details of the basis on which the adjustments will be applied for, for example consumer price index, escalation rate.	………………………………………………………… ………………………………………………………… ………………………………………………………… …………………………………………………………

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	NRF RIISA INFO/09/2025-26	CLOSING DATE:	08 August 2025	CLOSING TIME:	11:00am
DESCRIPTION	**APPOINTMENT OF A PANEL OF FIVE (5) QUALIFIED SOFTWARE DEVELOPMENT SUPPLIERS TO PROVIDE SOFTWARE DEVELOPMENT SERVICES FOR THE EXISTING AND THE NEXT-GENERATION GRANT MANAGEMENT SYSTEMS FOR A PERIOD OF 48 MONTHS FOR THE NATIONAL RESEARCH FOUNDATION (NRF) IN BRUMMERIA, PRETORIA**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
N/A (Electronic submission)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**SCM Coordinator**	CONTACT PERSON	**Karabo Toka**
E-MAIL ADDRESS	bids@nrf.ac.za	E-MAIL ADDRESS	kd.toka@nrf.ac.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY 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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE https://secure.sarsefiling.co.za/.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

14. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s is listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1   Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

                                                                                                    YES/NO

2.1.1   If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2   Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1   If so, furnish particulars:

....

....

2.3   Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1   If so, furnish particulars:

....

....

3   DECLARATION

I, the undersigned, (name)………………………………………………………………. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1   I have read and I understand the contents of this disclosure;

3.2   I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3   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 consortium2 will not be construed as collusive bidding.

3.4   In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4   The terms of the accompanying 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.

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2 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.

3.5   There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6   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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………….   ..…………………………………………
     Signature   Date

………………………….   …………………………………………
     Position   Name of bidder

15. PREFERENCE POINTS CLAIMED (SBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.   GENERAL CONDITIONS

1.1   The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2   To be completed by the organ of state

    a) The applicable preference point system for this tender is the 80/20 preference point system.

    b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3   Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

    (a)   Price; and

    (b)   Specific Goals.

1.4   To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5   Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6   The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.   DEFINITIONS

    (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this

tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2.   In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NRF will use the B-BBEE status level scoring table

Preference points are allocated to both procurement and income-generation based on the two different thresholds in terms of the table below:

The specific goals allocated points in terms of this tender: B-BBEE Status Level of Contributor	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant	0	

15. PREFERENCE POINTS CLAIMED (SBD 6.1)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.   Name of company/firm……………………………………………………………………….

4.4.   Company registration number: …………………………………………………………....

4.5.   TYPE OF COMPANY/ FIRM

☐   Partnership/Joint Venture / Consortium

☐   One-person business/sole propriety

☐   Close corporation

☐   Public Company

☐   Personal Liability Company

☐   (Pty) Limited

☐   Non-Profit Company

☐   State Owned Company

[Tick applicable box]

4.6.   I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv)   If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a)   disqualify the person from the tendering 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)   recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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

(e)   forward the matter for criminal prosecution, if deemed necessary.

15. PREFERENCE POINTS CLAIMED (SBD 6.1)

………………………………….
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …………………………………………….

DATE: …………………………………………

ADDRESS: …………………………………………

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution**)**