

INVITATION TO BID

BID DESCRIPTION

Supply, delivery and installation of new digital storage units inclusive of software licenses, support services, training, data migration and warranty for a period of five years

Bidder Name:

Number:

NRF/ SAAO/ITIS/03/2022/23

Closing Date

28 February 2023

Closing Time:

11h00am

Compulsory Briefing Session:

Monday, 13 February 2023 at 10h00am

Venue:

SAAO, Auditorium boardroom

Address:

SAAO, 1 Observatory Road, Observatory, Cape Town, 7925

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BID SUBMISSION:

Electronic submissions must be sent to scm@saa.ac.za

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TABLE OF CONTENTS

LIST OF ACRONYMS	3
INTRODUCTION	4
INTRODUCTION TO THE NRF	4
BACKGROUND TO SAAO	4
THE NEED FOR THIS PROCUREMENT WITHIN SAAO	4
PART A – BID REQUIREMENTS	5
DETAILED SPECIFICATIONS	5
INTERDEPENDENCIES TO OTHER SYSTEMS/PROCESSES IMPACTING THIS SPECIFICATION	9
DUE DILIGENCE	9
CONTRACT PERIOD	9
CONTRACT MANAGEMENT	9
GENERAL AND SPECIAL CONDITIONS OF CONTRACT	11
EVALUATION PROCESS	20
THE BID PREPARATION	23
THE BIDDER SELECTION PROCESS	24
PART B – PRICING	25
PRICING CONDITIONS OF CONTRACT FOR THIS BID	25
BID PRICE SCHEDULE (SBD 3.1)	26
PART C - RETURNS	27
INVITATION TO BID (SBD 1)	27
SUPPLIER INFORMATION	27
BID SUBMISSION	28
TAX COMPLIANCE REQUIREMENTS	29
SBD 4 – BIDDER'S DISCLOSURE	30
SBD 6.1- PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	34
REFERENCE LETTER FORMAT FOR BIDDER	39
ANNEXURES – ATTACHED AT END OF DOCUMENT	39
RETURNABLE DOCUMENT CHECKLIST	40
BID SIGNATURE (SBD 1)	41

LIST OF ACRONYMS

iSCSI:	Internet Small Computer System Interface
CIFS:	Common Internet File System
SMB:	Server Message Block
SFP+:	Small Form-factor Plug-gable
NFS:	Network File System
SAAO:	South African Astronomical Observatory
NRF:	National Research Foundation
SNMP:	Simple Network Management Protocol
TB:	Terabyte
BTU:	British Thermal Unit
DAC:	Direct Attached Copper
SAN:	Storage Area Network
NAS:	Network Attached Storage
SAS:	Serial Attached SCSCI
U:	Short for Rack Unit
NBD:	Next Business Day
De-duplication:	Storage units have the ability to store only a single copy to disk
Scaleable:	The ability for a system to be extended and increase capacity
PPPFA:	Preferential Procurement Policy Framework Act
PPR22:	Preferential Procurement Regulations, 2022 (2022 Regulations) in terms of the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA).
B-BBEE:	Broad-Based Black Economic Empowerment

INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, 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.

BACKGROUND TO SAAO

The South African Astronomical Observatory (SAAO) is a business unit of the National Research Foundation (NRF). Its prime function is to conduct fundamental research in astronomy and astrophysics by providing an excellent facility and by promoting astronomy and astrophysics in Southern Africa. SAAO headquarters are in the suburb of Observatory in Cape Town. The main telescopes used for research are located at the SAAO observing station, near Sutherland in the Northern Cape.

Further information about SAAO can be found on <https://www.sao.ac.za>.

THE NEED FOR THIS PROCUREMENT WITHIN SAAO

South African Astronomical Observatory (SAAO) is the largest and oldest optical observatory in the southern hemisphere and a major part of its requirements is safe and reliable storage for its digital assets. Storage is distributed across 2 primary and 2 secondary sites to facilitate redundancy. SAAO seeks to source new storage hardware to replace aging infrastructure and to expand capacity as well as improve the speed of delivery. Over the 5 years since the storage was deployed, technology in storage density and speed has taken a leap forward and this would benefit efficiency on the science and research fronts. There have also been improvements in the power consumption and this will reduce our total cost of ownership. Since the current storage is running out of warranty and it is becoming increasingly difficult and expensive to source and replace failing hardware, it is necessary to source a new hardware. Currently, SAAO has 900 TB of Dell Equal Logics storage. This is evenly distributed between Cape Town and Sutherland sites. The each one should act a primary on the site it is hosted and a backup to the remote site.



Figure 1

PART A – BID REQUIREMENTS

DETAILED SPECIFICATIONS

Storage requirements:

The selected storage must be scaleable with redundancy regarding power and network connectivity. The usable capacity must be able to replace our current capacity 1PB (Petabytes) in total which will be distributed between the Cape Town and Sutherland data-centres to facilitate resilience and disaster-recovery. The selected solution must be able to scale for future expansion.

Site Distribution:

The Primary data storage in Cape Town will be 350TB, and the Sutherland Secondary will be 350TB. The Cape Town unit must send the daily snapshots to the Sutherland secondary storage unit as a backup. The primary Sutherland storage will be 150TB and the Cape Town Secondary will be 150TB. The Sutherland storage must use Cape Town secondary as the backup storage for snapshots..

Installation:

The work will include the installation of the hardware in the 2 data-centres as shown in Figure 1 above, creating the volumes to duplicate the current storage and migrating the data to the newly created volumes for connection to the server cluster.

Validation testing that will be conducted by SAAO IT staff will include

- Checking storage capacity,
- Performance regarding reading and writing as well as network speed.

Additional test will include mounting of volumes via the various protocols to the server cluster.

- Installation of hardware and testing if it powers up.
- The connection to the switches and ip addresses have been configured.
- The system must be able to reach the rest of the network.
- Create volume and connect to server.
- Copy and delete files from volume.

Connectivity requirements:

- The selected solution must be able to operate in the current network infrastructure that is in place and be able to connect at 1Gb/s (1G-BaseT) as well as 10Gb/s (10G-BaseT). The network infrastructure between the primary and the secondary storage devices must have redundancy to provide maximum uptime.
- Storage units must have redundant 10G iSCSI connections.
- Network Protocols needed must include iSCSI, CIFS, NFS versions 3 and 4. The volumes must be able to resize in real-time.

- Thin provisioning must be supported as well as the data compression and DE-duplication.

Software Requirements:

- Management software must be web-based and NOT BE DEPENDENT on a specific version of Java or Flash.
- Management software must manage storage resources - configuring Pools, Block & File (SMB, NFS Volumes, iSCSI Volumes). Snapshots, replication, and backup monitoring and management.
- Management software must Manage and monitor system performance, storage, bandwidth usage, system hardware & health.
- System event logging, alerts, access, and security management.
- The software solution must support Simple Network Management Protocol (SNMP) monitoring.

Snapshot and replication capabilities

- The solution must be able to do scheduled snapshots and replication with full and incremental functionality.
- Snapshots must be able to mount on a file system level for restores.
- It must be able to support off-site replication

Physical requirements:

- The physical size of the storage solution must fit into an existing 19-inch rack with a depth of 1 meter deep. The system must fit into our existing 16U high rack.
- Individual storage units must not be larger than “4U” vertically.

Thermal requirements:

- Storage hardware thermal operating temperatures must be within -10 to 80 degrees Celsius.
- Storage units must be able to operate in temperatures between -10 and 35 degrees Celsius.
- Each storage unit's heat dissipation may not exceed 2500 BTU/Hr

Power requirements:

- South African standards 220-240 VAC
- Storage units must all have redundant Power Supply Units.
- The power consumption should not exceed 5 Amp at 220V per node when it is fully populated with disks.

Training

Training: (pertaining to operation and administration of supplied storage system)

The training must be done at the time of deployment of the new storage system and cover the following, but not limited to the topics listed

- Procedure on how to setup and use the storage.
- Configuring NFS, iSCSI volumes
- Configuring of snapshots and replication on volumes
- Procedure for general hardware maintenance and replacements

- Re-sizing and increasing of volume sizes.
- Procedure on firmware upgrades on units.

Data migration:

The appointed contractor will work with the SAAO IT Department to migrate the current data to the new storage units.

Operational Management

- Refreshing training
- Software upgrading
- Hardware upgrading
- Hot swop-outs
- Issue warning notifications

Warranty:

- All equipment must carry a 5-year warranty.

Services required

- Support must be based on a 4-hour response time in Cape Town and a 7 hour response time to Sutherland, for example technician should arrive on-site within 4 hours after completion of telephone-based troubleshooting and 7 hours in Sutherland
-
- **5-year 24-hour x 7days Next Business Day (NBD) including public holidays response service**
- The bidder warrants that it delivers a 24 hour 7 days, NBD response service for the following:
- 2 storage units (1 in Cape Town and 1 in Sutherland)
- 2 x Storage enclosures with all their components
- Support services provide guarantee response times, a “work through” philosophy on critical calls, priority support, direct access to senior consultants when needed, telephone support, email support, remote support, on-site support.
- SAAO specifies the following response services as set out below and, for each, specifies in the section “Management of Performance Levels: the performance levels with their penalties:

SWOP OUT SAME MODEL	Initial call response time – 24 hours; Delivery within 48 hours of the agreed delivery date stated in the issued purchase order
Repairs service (taking into account the logistics route in the purchase order instruction)	Initial call response time – 24 hours; Delivery within 48 hours of the agreed delivery date stated in the issued purchase order
Where service requests are logged, SAAO is advised of the status daily and the contract provider requests confirmation from the SAAO to close the call unless where the SAAO has not responded to three requests to close the call the contracted provider closes the call	

Software Maintenance Service

The contracted provider, during any paid software maintenance service term, provides software maintenance service for the licensed program(s) which consist of delivering subsequent releases of the program, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the program that are directly attributable to the contract provider, and (b) correct such errors in the next available release, provided SAAO provides the contract provider with sufficient information to identify the errors. SAAO, during the same paid software maintenance service term, is entitled to receive technical support for the current release. Technical support means assistance by telephone, fax, electronic mail, and any digital communication methods with the installation and/or use of the then-current release of the licensed program, including all available bug fixes and patches, and their interaction with the supported hardware and operating systems ("Platforms").

STATEMENT OF EQUIPMENT AND QUANTITIES REQUIRED	QTY
DESCRIPTION CAPE TOWN PRIMARY	
4U Chassis similar to Netapp FAS2720 for example	1
10 Gig network Ports SFP+ ports with direct attach copper (DAC) cables	2
16 TB SAS drives	48
Redundant power supply	1
1 Gig management Network interface	4
Software license for management software	4
64 Gig of RAM	4
Storage Rack Mount Kit 2U24/4U60	4
5 year warranty	1
Deployment and training	1
Data migration from old to new	4
D212C drive Shelve or equivalent	3

DESCRIPTION SUTHERLAND PRIMARY	QTY
4U Chassis similar to Netapp FAS2720 for example	1
10 Gig network Ports SFP+ ports with direct attach copper (DAC) cables	2
16 TB SAS drives	48
Redundant power supply	2
1 Gig management Network interface	1
Software license for management software	4
64 Gig of RAM	4
Storage Rack Mount Kit 2U24/4U60	4
5 year warranty	1

Deployment and training	1
Data migration from old to new	4
D212C drive Shelve or equivalent	3

INTERDEPENDENCIES TO OTHER SYSTEMS/PROCESSES IMPACTING THIS SPECIFICATION

Networking

will connect to 10Gig Dell switches with direct attached copper (DAC) cables

Server Rack

Storage units should be a maximum of 4u height each in order for them to be accommodated within the existing rack in the Data-centres.

SAAO has access to the Tenet bandwidth of enormous width allowing 10GB throughput per port

DUE DILIGENCE

SAAO will conduct supply chain due diligence including site visits and inspections at any given time prior to the contract period.

During the contract period, the supplier is to ensure that their status on the Central Supplier Database is maintained and compliant at all times.

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 1, SBD 4 forms

CONTRACT PERIOD

The contractual period for this bid is five (5) years commencing from the date of final signature on the SBD 7 Contract Signing Form.

CONTRACT MANAGEMENT

Delivery and conditions for determining successful delivery after contract (SBD 7) is signed:

Performance verification

For the duration of the 5 years the following will apply:

In terms of GCC Clause 16 read with the SCC Clause 16.2A, SAAO appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery of goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation.

Further verification steps are set out below for Implementation:

- Installation: Date and time new equipment will be installed.
- Quality assurance utilizing the checklist of the Firmware Platforms
- The bidder will assist with the migration of data from the current infrastructure to the newly installed hardware.
- Verification of installation with SAAO staff verifying hardware is operating to specifications proven by incident logs, issue logs, and any other verification steps as agreed at the planning meeting
- Hand over: Per procedure agreed to by all parties at the initial meeting
- Engagement/development planning: name of the SAAO staff and date of skills transfer occurred

Further verification steps are set out below for licensing and support:

- Each licensing covers all required components of the solution to meet the required specification levels
- OEM updates notified and installed: date of notification, date of installation; date of verification operating correct

Communication:

The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned SAAO contract manager prior to acting upon it.

Occupational Health and Safety

When working on NRF sites:

All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction. Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act. To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts. The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site. The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

MANAGEMENT OF PERFORMANCE LEVELS

The Performance Levels are in the table below.

1. The NRF measures the contracted bidder's performance against these in the execution of the contract.
2. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.
3. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
4. If the contracted bidder fails to meet any performance level:
 - the contracted bidder shall investigate and report on the root causes of the performance level failure;
 - promptly correct the failure and begin meeting the set performance levels;
 - advise the NRF as and to the extent requested by the NRF of the status of remedial efforts
 - being undertaken with respect to such performance level failure; and
 - take appropriate preventive measures to prevent the recurrence of the performance level failure.
5. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The SAAO deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.
6. The service levels are reviewed after the first six months against the experienced requirements of the contract.

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Delivery of the specified procurement	Per the agreed verification steps	Penalty – replacement of failed parts and replacement and transport cost paid by contractor
Timeous delivery	Delivery delay exceeding 5 working days from the delivery date set in the placed purchase order	Penalty – 5% of the specific invoice value
Installation	Meets the agreed deadline as per the initial meeting and that the hardware is up.	Where 48 hours exceeded, penalty is 5% of the original invoice value, increasing by 1% per day thereafter

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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	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 to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p>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).</p> <p>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.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>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.</p> <p>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.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests 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 appendums to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>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.</p> <p>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.</p> <p>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.</p>
SCC5B	Confidentiality
	<p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> • 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. <p>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</p> <ul style="list-style-type: none"> • 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	<p>hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> 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; Is now or hereafter comes into the public domain other than by 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. <p>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:</p> <ul style="list-style-type: none"> 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. <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>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.</p> <p>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.</p>
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
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	<p>The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 cashier's or cheque.</p>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.
SCC	No special condition applicable, unless specified elsewhere in this document.
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, unless specified elsewhere in this document.
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.
SCC	The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
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, conducted 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.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	<p>warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>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</p> <p>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.</p>
SCC	In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is 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 those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
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.
SCC	No special condition applicable, unless specified elsewhere in this document.
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.
SCC	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.
SCC	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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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 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.

EVALUATION PROCESS

THIS TENDER WILL BE EVALUATED IN THE FOLLOWING THREE PHASES:

Phase 1:	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
Phase 2	Specification eligibility and conditions to the bid
Phase 3:	<p>80/20 preferential point system in terms of PPR22</p> <ul style="list-style-type: none"> - 80 – Price (vat and all taxes included) - 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1 <p>- Specific goals: <i>relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability</i></p>

PHASE 1: ADMINISTRATIVE COMPLIANCE / SUBMISSION OF ALL RETURNABLE DOCUMENTS AND COMPLETION OF ALL RETURNABLE SCHEDULES

RESPONSIVE BID EVALUATION					
Document description	Reference to bidder's document	(M-Mandatory); (O – Optional)	Submitted	Bid Section Reference	SCM Verification
B-BBEE certificate or Sworn affidavit		Optional	Has the bidder submitted B-BBEE certificate or Sworn affidavit	20	
Signed SBD 6.1		Mandatory	Is the bidder claiming preference point for the price competition?	34-38	

RESPONSIVE BID EVALUATION					
Document description	Reference to bidder's document	(M-Mandatory); (O – Optional)	Submitted	Bid Section Reference	SCM Verification
Signed SBD 4		Mandatory	Do the bidder and its directors have any vested interest in government?	30-33	
Signed SBD 3.1		Mandatory	Did the bidder submit its pricing schedule in a separate electronic folder?	26	
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	27-29 and 41	

PHASE 2: SPECIFICATION ELIGIBILITY AND CONDITIONS TO THE BID

Bidder to provide and ensure the following:

1. Submit two written reference, per supply relationship, with contact details for a customer for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of “Meets requirements.”
 - a) Client name and contact details;
 - b) Contract description and services performed;
 - c) Project period (start and end dates); and Project cost (where possible)
2. Provide specific/unique detailed project plan that will be applied to this contract, its benefits and any anticipated risks and challenges associated with the methodology
3. Knowledge and expertise with regard to the services – minimum 5 years of experience- Supply proof of certification of technicians that will be doing the installations
4. Provide statement of assurance that the bidder's proposal delivers the entire scope of requirements
5. Provide statement of assurance that the bidder's proposal is compatible with all items listed under inter-dependencies to other systems / processes impacting this specification above.
6. Provide a design for the storage solution which includes plans and typology diagrams
7. Provide Full disclosure of supplier features of software and hardware
8. Provide data sheets of the storage equipment that clearly indicates the proposed options or configurations. If features are listed in the supplied data sheets which are not included in the pricing schedule, the bidder must CLEARLY indicate which features are not included in the proposal and excluded from the pricing

Failure to comply with the specification eligibility and conditions to the bid will result in a bid being held to be non-responsive and therefore disqualified.

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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PHASE 3: 80/20 PREFERENTIAL POINT SYSTEM IN TERMS OF PPR22

- 80 – Price (vat and all taxes included)
- 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1
- Specific goals: relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability.

The bidder is required to submit:

- a) proof of B-BBEE Status Level of contributor, to claim points as per SBD 6.1
- b) An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as per SBD 6.1
- c) A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points. As per SBD 6.1

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the inquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

Response preparation costs

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

Counter proposals

No counter proposals are accepted.

Bid submission

Electronic submissions must be sent to scm@sao.ac.za on or before the closing date, 28 February 2023 at 11h00am. Submissions received after 11.00AM will NOT be accepted.

Bid submissions should preferably be in PDF searchable format.

Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions should preferably be in searchable PDF format.

Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.

Bidders may use WeTransfer, Dropbox, or Google Drive to submit their bid submissions.

Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of 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

The NRF supports the Government's broad based black economic empowerment recognizing that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF's evaluation committees conduct or initiate the inquiries/investigations to determine the accuracy of the third parties representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its 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 responding third parties in connection

therewith.

General definitions

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

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“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;

“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 National Research Foundations;

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

“Proof of B-BBEE status level of contributor” means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

“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 interchangeable with its business units managing the contract being South African Astronomical Observatory (SAAO).

THE BIDDER SELECTION PROCESS

Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.

Responsive to submission requirements

Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The NRF’s evaluation committee will disqualify non-responsive submissions.

Meeting technical specifications

The NRF’s evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications set out in this document.

The bidder will be disqualified as they did not meet the minimum technical specifications.

Due Diligence Research

SAAO will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s capability

to provide the goods/services required and will conduct interviews with bidders to clarify their bid submission to the evaluation committee

Stage 2 – Price competition

The NRF's evaluation committee assess compliant bidders from the technical evaluation stage on their pricing and B-BBEE accreditation. The NRF's evaluation committee compares each bidder's pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements. The NRF's evaluation committee ranks the qualifying bids on points scored on the basis of both Price and B-BBEE as indicated on SBD 6.1 in accordance with the PPPFA.

Stage 3 – Award and Contract Signing

The bid evaluation committee recommends to the Bid Adjudication Committee for subsequent approval by the Delegated Authority the bidder with the highest combined score for the contract award 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

The NRF cancels this bid invitation prior to making an award where

- a) Due to changed circumstances there is no need for the specified procurement in the document, or
- b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined in the following price conditions.

1.	Compliant price calculation for price competition: 80\20
2.	Date of unit pricing: All unit prices are quoted at the date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation: as per the requirements
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Price Adjustment Rules: The business unit will not consider any other unit price variations.
8.	Contract Price Management during the contract: Where appropriate, SAAO will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	Delivery Points are: SAAO, Observatory Rd, Observatory, Cape Town, 7925 and SAAO, Old Fraserburg Road, Sutherland, 6920

10.	Application of Preference Points: In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.
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BID PRICE SCHEDULE (SBD 3.1)

No	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDES VAT of 15%)
Cape Town					
1	4	4U Chassis similar to Netapp FAS2720 for example	Per Unit		
2	4	10 Gig network Ports SFP+ ports with direct attach copper (DAC) cables	Per Unit		
3	48	16 TB SAS drives	Per Unit		
4	8	Redundant power supply	Per Unit		
5	4	1 Gig management Network interface	Per Unit		
6	4	License for management software	Per Unit		
7	4	64Gig RAM	Per Unit		
8	1	5 year warranty	Per Unit		
Sutherland					
9	4	4U Chassis similar to Netapp FAS2720 for example	Per Unit		
10	4	10 Gig network Ports SFP+ ports with direct attach copper (DAC) cables	Per Unit		
11	48	16 TB SAS drives	Per Unit		
12	8	Redundant power supply	Per Unit		
13	4	1 Gig management Network interface	Per Unit		
14	4	License for management software	Per Unit		
15	4	64Gig RAM	Per Unit		
16	1	5 year warranty	Per Unit		
17	4	Copy data from old storage to new storage	Per Hour		
TOTAL BID PRICE INCLUSIVE OF VAT				R	

PART C - RETURNS

INVITATION TO BID (SBD 1)			
Bid number		NRF/CORP SAAO/ITIS/03/2022/23	
Closing date and time		28 February 2023 at 11h00am	
The NRF recognises the date and time as recorded on its systems for closure purposes.			
SUMMARY OF BID REQUIREMENTS			
Supply, delivery and installation of new digital storage units inclusive of software licenses, support services, training, data migration and warranty for a 5-year period.			
Number of original bid documents for contract signing			1
Number of evaluation copies:			1
Two separate electronic folders, one with the compliance and technical response, and the second with the financial response.			Yes
Price validity period from date of closure			One hundred and fifty (150) days
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	SCM	Section	Technical
Contact person	Todani Mutobvu	Contact person	Iriwaan Simon
E-mail address	scm@saa.ac.za	E-mail address	i.simon@saa.nrf.ac.za

SUPPLIER INFORMATION	
Name Of Bidder	
Postal Address	
Street Address	

SUPPLIER INFORMATION					
Telephone Number					
Code		Number			
Cell Phone Number					
Code		Number			
Facsimile Number					
Code		Number			
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?					<input type="checkbox"/> Yes <input type="checkbox"/> 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).					
BID SUBMISSION					
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.				
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.				
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the General Conditions of Contract (GCC), and any other				

SUPPLIER INFORMATION

	legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	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. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	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.

SBD 4 – BIDDER'S DISCLOSURE

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/are 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? ☐ Yes ☐ No

- 2.2.1 If so, furnish particulars:

.....
.....

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.

2.3 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.

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

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.

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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:

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

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

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between	20	18	14	12	8	6	4	2	

R2000 and R50m									
Points Claimed (Supplier to complete)									

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. 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.

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

SURNAME AND NAME:

DATE:

ADDRESS:

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

Bid Description

Describe the service/work the above bidder provided to you below

Criteria/Risks

**Below
requirements**

**Meets
requirements**

**Exceeds
requirements**

Overall Impression

Other comments

Approximate value of contract

Would you use the provider again?

☐ YES ☐ NO

ANNEXURES – ATTACHED AT END OF DOCUMENT

Annexure Number

Annexure Title

RETURNABLE DOCUMENT CHECKLIST

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Completed Procurement Invitation (SBD 1)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	27-29 and 41	
Bidder's Disclosure (SBD 4)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	30-33	
Completed Preference Points Claimed (SBD 6.1)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	34-38	
A B-BBEE certificate or Sworn affidavit	O	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Submit two written reference, per supply relationship, with contact details for a customer for whom the bidder has completed work within the last sixty months	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Provide specific/unique detailed project plan that will be applied to this contract, its benefits and any anticipated risks and challenges associated with the methodology	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Knowledge and expertise with regard to the services – minimum 5 years of experience- Supply proof of certification of technicians that will be doing the installations	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Provide statement of assurance that the bidder's proposal delivers the entire scope of requirements	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Provide statement of assurance that the bidder's proposal is compatible with all items listed under inter-dependencies to other systems / processes impacting this specification above.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Provide full disclosure of supplier features of software and hardware	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Provide a design for the storage solution which includes plans and typology diagrams	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Provide data sheets of the storage equipment that clearly indicates the proposed options or configurations. If features are listed in the supplied data sheets which are not included in the pricing schedule, the bidder must CLEARLY indicate which features are not included in the proposal and excluded from the pricing	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	21	
Completed Pricing (SBD 3.1)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	26	

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Pricing to be placed in a separate electronic folder	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	23	

BID SIGNATURE (SBD 1)
<p>I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.</p>
<p>I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).</p>
<p>I confirm that I am duly authorised to sign this offer/ bid response.</p>
<p>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</p>
<p>SIGNATURE OF BIDDER:</p>
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)</p>