



**National  
Research  
Foundation**

**FRAUD ALERT:** THE NRF NEVER OFFER PAYMENT OR ANY OTHER CONSIDERATION IN RETURN FOR THE FAVOURABLE CONSIDERATION OF A BID. PLEASE REPORT ANY SUSPECTED ACTS OF FRAUD OR CORRUPTION TO THE FOLLOWING TOLL-FREE NUMBER - 0800 701 701 OR SMS 39772

## INVITATION TO BID

| BID DESCRIPTION                                                                                                                                                                                                                                        |                                                                              |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------|
| The National Research Foundation (NRF) seeks to appoint a qualified service provider to supply and configure 2 x 40 Gb/s throughput ML powered next generation firewall with redundant AC power and premium Partner enabled support for a 5-year term. |                                                                              |                          |
| Bidder Name:                                                                                                                                                                                                                                           |                                                                              |                          |
|                                                                                                                                                                                                                                                        |                                                                              |                          |
|                                                                                                                                                                                                                                                        |                                                                              |                          |
| Number:                                                                                                                                                                                                                                                | NRF/CORP ICT/29/2023-24                                                      |                          |
| Closing Date                                                                                                                                                                                                                                           | 17 November 2023                                                             |                          |
| Closing Time:                                                                                                                                                                                                                                          | 11:00 am no late bids will be accepted                                       |                          |
| Electronic Bid Submission                                                                                                                                                                                                                              | Size of the email (document): 20MB (see ANNEXURE A)                          |                          |
| Email Address                                                                                                                                                                                                                                          | <a href="mailto:bids@nrf.ac.za">bids@nrf.ac.za</a>                           |                          |
| Bids Naming                                                                                                                                                                                                                                            | <b>Split documents into:</b><br>1. Technical Proposal<br>2. Pricing Schedule |                          |
| Enquiries are directed in writing to:                                                                                                                                                                                                                  |                                                                              |                          |
| Section                                                                                                                                                                                                                                                | Supply Chain Management                                                      | Technical Enquiries      |
| Contact person                                                                                                                                                                                                                                         | Vuyelwa Vabaza                                                               | Sharl van Zuydam         |
| Email address                                                                                                                                                                                                                                          | VL.Vabaza@nrf.ac.za                                                          | infrastructure@nrf.ac.za |

## TABLE OF CONTENTS

|                                                                   |           |
|-------------------------------------------------------------------|-----------|
| <b>PART A: INTRODUCTION .....</b>                                 | <b>3</b>  |
| INTRODUCTION TO THE NRF .....                                     | 3         |
| THE NEED FOR THIS PROCUREMENT WITHIN NRF .....                    | 3         |
| THE REQUIREMENTS OF THIS BID .....                                | 3         |
| THE BID PREPARATION .....                                         | 3         |
| THE BIDDER SELECTION PROCESS.....                                 | 5         |
| <b>PART B – CONTRACT DETAIL .....</b>                             | <b>6</b>  |
| EQUIPMENT AND SERVICES SPECIFICATIONS .....                       | 6         |
| BIDDER PARTNERSHIP WITH OEMS .....                                | 7         |
| BIDDER ETHICAL REQUIREMENTS .....                                 | 7         |
| ADMINISTRATIVE ELIGIBILITY CRITERIA .....                         | 7         |
| TECHNICAL ELIGIBILITY CRITERIA .....                              | 8         |
| CONTRACT PERIOD.....                                              | 10        |
| CONTRACT MANAGEMENT .....                                         | 10        |
| SERVICE LEVEL MANAGEMENT .....                                    | 10        |
| GENERAL AND SPECIAL CONDITIONS OF CONTRACT .....                  | 13        |
| <b>PART B – CONTRACT PRICING .....</b>                            | <b>28</b> |
| PRICING CONDITIONS OF CONTRACT FOR THIS BID .....                 | 28        |
| BID PRICE SCHEDULE (SBD 3.2).....                                 | 29        |
| <b>PART C - RETURNS   30</b>                                      |           |
| INVITATION TO BID (SBD 1) .....                                   | 30        |
| SUPPLIER INFORMATION .....                                        | 30        |
| TAX RESIDENCY QUESTIONNAIRE .....                                 | 31        |
| BID SUBMISSION.....                                               | 31        |
| TAX COMPLIANCE REQUIREMENTS .....                                 | 32        |
| LIST OF SIMILAR PROJECTS UNDERTAKEN PREVIOUSLY OR PRESENTLY ..... | 32        |
| BIDDER'S DISCLOSURE (SBD 4).....                                  | 33        |
| SBD 6.1 - PREFERENCE POINTS CLAIM FORM.....                       | 36        |
| BID SIGNATURE (SBD 1) .....                                       | 39        |

## PART A: 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.

### THE NEED FOR THIS PROCUREMENT WITHIN NRF

The objective of this bid in purchasing a ML powered next generation firewall with redundant AC power supply is to provide the NRF Infrastructure with Advanced threat protection, Advanced URL filtering, Advanced cloud-based malware protection, DNS security, Artificial Intelligence for IT Operations (AIOps) functionality, VPN functionality, inclusive of the capabilities of Software defined wide area network. This will allow for centralised management system software.

### THE REQUIREMENTS OF THIS BID

The NRF is seeking for a service provider to Supply and configure of 2 x 40 Gb/s throughput ML powered next generation firewall with redundant AC power supplies. The devices will be for the NRF Corporate Office in Pretoria (primary site) and the Disaster Recovery Site (secondary site).

#### 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 enquiries 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 will be accepted.

##### Two envelope system

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.

All responses must be submitted in two sealed envelopes/boxes. Bidders must ensure that they do not indicate any financial information in the first envelop/box.

Bidders are required to package their response/Bid as follows:

- |       |             |                                                                                                                         |
|-------|-------------|-------------------------------------------------------------------------------------------------------------------------|
| T 1.1 | Envelope 1  | Bid returns, administrative eligibility, technical eligibility, contract responses. pages 3 to 28 and 30 to 39          |
| T 1.1 | Envelope 2: | Financial quote and the SBD 6.1 preference claim form where preferences are being claimed; pages 28 to 30 and 36 to 39. |

### 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) on the SBD 1 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 recognising 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 enquiries/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 level of an entity in terms of a code of good practice 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 (SBD) 7.2 which has been signed by the awarded bidder and the National Research Foundation;

"Functionality" means the proposed solutions ability to deliver the set of functions necessary to execute the

contract.

“Proof of B-BBEE status level of contributor” means B-BBEE Status level certificate issued by an authorized body or person or a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE 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

## THE BIDDER SELECTION PROCESS

**Bidders must provide the requisite documents that substantiate their responses to these specifications and proves the bidder’s ability to deliver on the bid..**

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

### Responsive to submission requirements

The NRF’s evaluation committee will disqualify a bid that does not meet all the submission requirements in the bid document. Administrative responsive bid proceeds to the technical stage. The NRF’s evaluation committee will disqualify a submission that do not meet the minimum technical specifications set out in this document.

### Due Diligence Research

NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s capability to provide the goods/services required.

### **Stage 2 – Price competition**

The NRF’s evaluation committee assesses compliant bidders from the technical evaluation stage on their pricing.

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 ranking of Price against the lowest bid.

The NRF’s evaluation committee adds valid claimed preference points as indicated on their 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:

- 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 – CONTRACT DETAIL

### EQUIPMENT AND SERVICES SPECIFICATIONS

#### DESCRIPTION OF SERVICES REQUIRED

Supply and configure of 2 x 40 Gb/s throughput ML powered next generation firewall with redundant AC power supplies. The devices will be for the NRF Corporate Office in Pretoria (primary site) and the Disaster Recovery Site (secondary site).

#### OUTPUT FUNCTIONALITY OF PROPOSED SOLUTION REQUIRED

1. 10 x SFP or SFP Plus 10Gbps ports
2. 4 x SFP 28 25Gbps ports that also supports 1Gbps SFP and 10 Gbps Plus modules
3. 4 x Form Factor pluggable (QSFP Plus/QSFP28) 40Gbps/100Gbps Ethernet ports
4. Each interface must support breakout mode to create 4 x 10Gbps or 4 x 25Gbps ports each
5. 1 x Dedicated RJ45 management port
6. Major OS Upgrade capabilities to upgrade to new versions or downgrade to previous versions using WEB GUI Interface
7. Zone support to create different firewall zones i.e. WAN, LAN, Guest, and other zones as required
8. Firewall throughput (HTTP/APPMIX) 68.0/56.0 Gbps
9. Threat Prevention Throughput (HTTP/APPMIX) 33.0/32.0Gbps
10. IPSEC VPN Throughput at 28.7Gbps
11. Advanced threat protection with a 5-year subscription,
12. Advanced URL filtering with a 5-year subscription,
13. Advanced cloud-based malware protection with a 5-year subscription,
14. DNS security with a 5-year subscription,
15. Artificial Intelligence for IT Operations (AIOps) functionality with a 5-year subscription,
16. VPN functionality with a 5-year subscription,
17. Software defined wide area network capabilities with a 5-year subscription,
18. A centralised management system software with 5-year partner enabled premium support for 25 devices,
19. 5 year , 10 hour per month support agreement billed based on usage.

The Disaster Recovery Site must have basic functionality and allow for software and hardware updates when new versions are available. The following is required:

1. The device (ML powered next generation firewall with redundant AC power supply) at the secondary site must have basic functionality and allow for software and hardware updates when new versions are available
2. Licensing from the primary site's firewall must be transferable to the secondary site
3. Partner enabled premium support 5-year term.

Licensing must be transferable between sites.

Note: In the event of a failure, the licensing from the primary site's firewall must be transferable to the secondary site.

## BIDDER PARTNERSHIP WITH OEMS

1. Proof of partner level not less than innovator.
2. Reference of two (2) similar contracts not older than 36 months with contactable numbers (including telephone and email addresses).

## BIDDER ETHICAL REQUIREMENTS

### 1 Ethical requirements

- 1.1 The bidder must confirm that there are no interests with the NRF, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 4 form.

## ADMINISTRATIVE ELIGIBILITY CRITERIA

| Document description                     | Weight    | Criteria<br>(All criteria are weighted equally to each other)                                                                                                   | Grading Scheme | Bid Section Reference                                |
|------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------|
| Signed SBD 4                             | Mandatory | The bidder has no conflicts of interest with this bid nor any unethical practises nor been restricted in any form                                               | GO/NO GO       | Pages 31-33<br><b>Error! Bookmark not defined.</b>   |
| Signed SBD 6.1                           | Mandatory | Is the bidder claiming preference points for the specific social goals set?                                                                                     | GO/NO GO       | Pages 34-<br><b>Error! Bookmark not defined.</b> 6   |
| Proof of preference points being claimed | Optional  | Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim points for the specific goals set for this bid?                        | Yes/No         | Pages 34<br><b>Error! Bookmark not defined.</b> - 36 |
| SBD 3.2                                  | Mandatory | Did the bidder submit its pricing schedule in a separate envelope?<br><br>Does the submitted price proposal cover all items as set out in the pricing schedule? | GO/NO GO       | Pages 29 - 30                                        |
| Signed SBD 1                             | Mandatory | Has the bidder signed the SBD 1?<br><br>Has the bidder provided the proof that its an accredited agent of the relevant OEMs?                                    | GO/NO GO       | Pages 30 - 33 and 37                                 |

## TECHNICAL ELIGIBILITY CRITERIA

| #   | Criteria Description                                                                                               | Weight    | Grading Scheme | Bid Section Reference |
|-----|--------------------------------------------------------------------------------------------------------------------|-----------|----------------|-----------------------|
| 1.  | 10 x SFP or SFP Plus 10Gbps ports                                                                                  | Mandatory | GO/NO GO       | Page 6                |
| 2.  | 4 x SFP 28 25Gbps ports that also supports 1Gbps SFP and 10 Gbps Plus modules                                      | Mandatory | GO/NO GO       | Page 6                |
| 3.  | 4 x FormFactor pluggable (QSFP Plus/QSFP28) 40Gbps/100Gbps Ethernet ports                                          | Mandatory | GO/NO GO       | Page 6                |
| 4.  | Each interface must support breakout mode to create 4 x 10Gbps or 4 x 25Gbps ports each                            | Mandatory | GO/NO GO       | Page 6                |
| 5.  | 1 x Dedicated RJ45 management port                                                                                 | Mandatory | GO/NO GO       | Page 6                |
| 6.  | Major OS Upgrade capabilities to upgrade to new versions or downgrade to previous versions using WEB GUI Interface | Mandatory | GO/NO GO       | Page 6                |
| 7.  | Zone support to create different firewall zones i.e. WAN, LAN, Guest, and other zones as required                  | Mandatory | GO/NO GO       | Page 6                |
| 8.  | Firewall throughput (HTTP/APPMIX) 68.0/56.0 Gbps                                                                   | Mandatory | GO/NO GO       | Page 6                |
| 9.  | Threat Prevention Throughput (HTTP/APPMIX) 33.0/32.0Gbps                                                           | Mandatory | GO/NO GO       | Page 6                |
| 10. | IPSEC VPN Throughput at 28.7Gbps                                                                                   | Mandatory | GO/NO GO       | Page 6                |
| 11. | 40 Gb/s throughput ML powered next generation firewall with redundant AC power supplies                            | Mandatory | GO/NO GO       | Page 6                |
| 12. | Advanced threat protection with a 5-year subscription                                                              | Mandatory | GO/NO GO       | Page 6                |
| 13. | Advanced URL filtering with a 5-year subscription                                                                  | Mandatory | GO/NO GO       | Page 6                |

## TECHNICAL ELIGIBILITY CRITERIA

| #                                            | Criteria Description                                                                                                                                                                                            | Weight    | Grading Scheme               | Bid Section Reference    |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------|--------------------------|
| 14.                                          | Advanced cloud-based malware protection with a 5-year subscription                                                                                                                                              | Mandatory | GO/NO GO                     | Page 6                   |
| 15.                                          | DNS security with a 5-year subscription                                                                                                                                                                         | Mandatory | GO/NO GO                     | Page 6                   |
| 16.                                          | Artificial Intelligence for IT Operations (AIOps) functionality with a 5-year subscription                                                                                                                      | Mandatory | GO/NO GO                     | Page 6                   |
| 17.                                          | VPN functionality with a 5-year subscription                                                                                                                                                                    | Mandatory | GO/NO GO                     | Page 6                   |
| 18.                                          | Software defined wide area network capabilities with a 5-year subscription                                                                                                                                      | Mandatory | GO/NO GO                     | Page 6                   |
| 19.                                          | A centralised management system software with 5-year Partner enabled premium support for 25 devices                                                                                                             | Mandatory | GO/NO GO                     | Page 6                   |
| 20.                                          | Configuration and Installation services included in quotation                                                                                                                                                   | Mandatory | GO/NO GO                     | Page 6                   |
| 21.                                          | The device (ML powered next generation firewall with redundant AC power supply) at the secondary site must have basic functionality and allow for software and hardware updates when new versions are available | Mandatory | GO/NO GO                     | Page 6                   |
| 22.                                          | Licensing from the primary site's firewall must be transferable to the secondary site                                                                                                                           | Mandatory | GO/NO GO                     | Page 6                   |
| 23.                                          | List of two (2) contactable references providing similar services i.e., the supply, installation and configuration, not older than 36 months (including telephone and email addresses)                          | Mandatory | GO/NO GO                     | Page 7                   |
| 24.                                          | Proof of partner level not less than innovator                                                                                                                                                                  | Mandatory | GO/NO GO                     | Page 7                   |
| BIDDER IS ABLE TO DELIVER THE SPECIFICATION? |                                                                                                                                                                                                                 |           | <b>YES - PASS TO PRICING</b> | <b>NO - DISQUALIFIED</b> |

## CONTRACT PERIOD

The contractual period for this bid is five (5) years commencing from the date of final signature on the SBD 7.2 Contract Signing Form.

## CONTRACT MANAGEMENT

### 1 NRF contract manager

- 1.1 The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 2 Contract Manager

- 2.1 The Contractor appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 3 Contract Communication

- 3.1 The NRF communicates in writing including through email.
- 3.2 The NRF maintains all contract documentation, and communications and correspondence, etc. for record purposes.
- 3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number.

## SERVICE LEVEL MANAGEMENT

### 1 SERVICE OVERVIEW

The Managed Firewall Service (the "Service") provides 24x7x365 proactive administration of your infrastructure. The Service is comprised of support for the following components.

### 2 SERVICE DESCRIPTION

The following service components are included with Service:

#### 2.1 Software Upgrade and Patch Maintenance

As security related software patches and upgrades are released by the OEM, assesses the applicability of each release to NRF's environment. Will work with NRF to schedule any necessary remote upgrades if necessary.

Service levels cannot be guaranteed if NRF does not make the changes required by the OEM or if NRF otherwise prevents the bidder from making the changes it notifies NRF are necessary for continued Service.

## 2.2 Change Management

NRF may submit change requests that the change request is made by an authorized NRF contact. Will contact NRF via email or NRF portal to clarify unclear requests as needed. The Change Management request could be on any of the following features of the appliance.

The following defines what is considered to be one policy change:

- Adding, deleting, or modifying up to three individual Network Address Translations (NAT) (incoming, outgoing and loop-back) including object creation
- Adding, deleting, or modifying up to two access control list changes (such as permit or deny changes) Including the creation of up to 6 policy objects creation ( Hosts, Groups, Networks, Ranges and Service objects)
- Adding, deleting, or modifying up to two individual network routes within the firewall

Standard policy change may comprise one or more of the above bullets. Any change request that is not specifically listed above may be completed by the bidder on a time and materials basis. The bidder reserves the right to determine, within its reasonable discretion, whether a change falls within the scope of NRF's service.

## 3 SERVICE IMPLEMENTATION

Terms associated with service implementation are described below.

- NRFs must provide with exclusive administrative privileges on the specific devices to be managed. Firewall policy migration services are not included as a part of the managed Service.
- The bidder will provide NRF with a notice of service commencement, which identifies the service commencement date, when the following conditions have been met: has: (a) established communication with the relevant NRF device(s) (b) verified availability of NRF data on the portal; and (c) established communications via Global Management System.

## 4 CONNECTIVITY

NRF will provide access to NRF-premises and relevant appliance(s) necessary for to manage and monitor the contracted firewall devices. Additionally, NRF should communicate any network or system changes that could impact service delivery to the SOC via a ticket in the NRF portal. Service activation which may require device downtime will depend on NRF deliverables such as on-site assistance with initial configuration of the appliance to get connectivity between appliance and data centers.

## 5 SERVICE LEVELS

|  | SERVICE LEVEL | SERVICE LEVEL CREDIT |
|--|---------------|----------------------|
|--|---------------|----------------------|

|                           |                                                                                                                                                                                                    |                                                           |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Standard Change Requests  | Acknowledgement of receiving the change within two business days from the time stamp on the ticket created by NRF. 1 Per day per device up to max. 5 per month across all service modules          | 1/30th of monthly fee for Service for the affected device |
| Security Event Monitoring | NRF shall receive an alert either through the ticketing system or email within thirty (30) minutes of the determination by that given malicious activity constitutes a possible security incident. | 1/30th of monthly fee for Service for the affected device |
| Active Health Monitoring  | Device Unreachable NRF shall receive a notification either through the ticketing system or email within 1 hour from identification of the device being unreachable.                                | 1/30th of monthly fee for Service for the affected device |

## 6 ADDITIONAL SERVICE RULES, REGULATIONS AND CONDITIONS

- a. The Service provides robust device management, security event analysis and performance monitoring to the NRF. Deployment of the Service does not achieve the impossible goal of risk elimination, and therefore does not guarantee that intrusions, compromises, or other unauthorized activity will not occur on NRF's network.
- b. may schedule maintenance outages for -owned equipment/servers which are being utilized to perform the services with 24 hours' notice to designated NRF contacts.
- c. The Service Levels set forth herein are subject to the following terms, conditions and limitations:
  - i. The Service Levels shall not apply during scheduled maintenance outages and therefore are not eligible for any Service Level credit. shall not be held liable for any Service impact or Service Levels Agreements related to product configurations that are not supported by within the NRF's policy.
  - ii. The Service Levels shall not apply in the event of any NRF-caused service outage that prohibits or otherwise limits from providing the Service, delivering the Service Levels or managed service descriptions, including but not limited to: NRF misconduct, NRF negligence, inaccurate or incomplete information provided by the NRF, NRF modifications made to the Services, or any unauthorized modifications made to any managed hardware or software devices by the NRF, its employees, agents, or third parties acting on behalf of NRF.
  - iii. The Service Levels shall not apply to the extent NRF does not fulfill and comply with the NRF obligations set forth in this SLA. The obligation of to meet the Service Levels with respect to any incident response or ticket request are conditioned upon 's ability to connect directly to the

NRF devices on the NRF network through an authenticated server in the Secure Operations Center.

- d. NRF will receive credit for any failure to meet the Service Levels outlined above within thirty (30) days of notification by NRF of such failure. In order for NRF to receive a Service Level credit, the notification of the Service Level failure must be submitted to within thirty (30) days of such failure. Will research the request and respond to NRF within thirty (30) days from the date of the request. The total amount credited to a NRF in connection with any of the above Service Levels in any calendar month will not exceed the monthly Service fees paid by NRF for such Service.

## 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.

The definitions in (and any obligations, undertaking or requirement set out in any clause in furtherance in the contract) clauses 1.5, 1.9, 1.10, 1.11, 1.18 shall not be applicable to this contract.

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

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods 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.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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 from [www.treasury.gov.za](http://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.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract 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 appends to this contract.

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.

The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.

The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.

The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

### SCC5B Confidentiality

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:

- Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

- 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.

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

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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

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

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

### SCC5C Copyright and Intellectual Property

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 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

7.3.2 cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

SCC No performance security is required.

### GCC8 Inspections, tests and analyses

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
- 8.6 Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- GCC9 Packing
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- SCC No special condition applicable, unless specified elsewhere in this document.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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: <ul style="list-style-type: none"> <li>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>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.</li> </ul> |
| 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,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

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

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

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

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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

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

GCC24 Anti-dumping and countervailing duties and rights

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

GCC25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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|       | 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,<br>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>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;<br>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<br>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. |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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                                                                                                                                                                                                                                                                              |
| SCC   | Any notice, request, consent, approvals, or other communication made between the contracted parties shall be in writing and forwarded to the addresses specified in this contract and be given as set out hereunder and shall be deemed to have been received as when:<br><br>Hand delivered - on the day of delivery.<br><br>Registered mail - five (5) working days after mailing.<br><br>Email - within one (1) working day after it has been sent. |
| GCC32 | Taxes and duties                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 32.1  | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.                                                                                                                                                                                                                                                                                             |
| 32.2  | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.                                                                                                                                                                                                                                                                                            |
| 32.3  | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services                                                                                                                                                        |
| GCC33 | National Industrial Participation Programme                                                                                                                                                                                                                                                                                                                                                                                                            |
| 33.1  | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.                                                                                                                                                                                                                                                                                                    |
| SCC   | Not applying to this contract.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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                                                                                                                                                                                                                                                                                                                                                               |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

## PART B – CONTRACT 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.  | <b>Compliant price calculation for price competition:</b> Price quoted is South African Rands                                                                                                                                                                                                                                                                                                                           |
| 2.  | <b>Date of unit pricing:</b> All unit prices are quoted at the closing date of this bid.                                                                                                                                                                                                                                                                                                                                |
| 3.  | <b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , 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.  | <b>Quantity estimation:</b> Bidders must quote according to the quantities stipulated in the pricing schedule                                                                                                                                                                                                                                                                                                           |
| 5.  | <b>Contract Price:</b> 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.  | <b>Value Added Tax:</b> Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.                                                                                                                                                                                                                                                                                                          |
| 7.  | <b>Price Adjustment Rules:</b> The business unit will not consider any other unit price variations. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence.                                                                                                                                                                                                          |
| 8.  | <b>Contract Price Management during the contract:</b> Where appropriate, the contract manager 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.  | <b>Delivery Points are:</b> Meiring Naude Road, Brummeria, 0001                                                                                                                                                                                                                                                                                                                                                         |
| 10. | <b>Application of Preference Points:</b> 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.                                                                                                                                                                                                         |

### BID PRICE SCHEDULE (SBD 3.2)

Submit pricing in separate envelope (stand-alone)

| DESCRIPTION                                                                                          | QTY | UOM   | TOTAL (EXCLUDES VAT) |
|------------------------------------------------------------------------------------------------------|-----|-------|----------------------|
| Supply and configure of 40 Gb/s throughput ML powered next generation firewall                       | 2   | EA    |                      |
| Advanced threat protection with a 5-year subscription                                                | 5   | Years |                      |
| Advanced URL filtering with a 5-year subscription                                                    | 5   | Years |                      |
| Advanced cloud-based malware protection with a 5-year subscription                                   | 5   | Years |                      |
| DNS security with a 5-year subscription                                                              | 5   | Years |                      |
| Artificial Intelligence for IT Operations (AIOps) functionality with a 5-year subscription           | 5   | Years |                      |
| VPN functionality with a 5-year subscription                                                         | 5   | Years |                      |
| Software defined wide area network capabilities with a 5-year subscription                           | 5   | Years |                      |
| A centralised management system software with 5-year partner enabled premium support for 25 devices. | 5   | Years |                      |
| <b>TOTAL BID PRICE EXCLUSIVE OF VAT</b>                                                              |     |       | <b>R</b>             |
| <b>VAT AT 15%</b>                                                                                    |     |       | <b>R</b>             |
| <b>TOTAL BID PRICE INCLUSIVE OF VAT</b>                                                              |     |       | <b>R</b>             |

## PART C - RETURNS

| <b>INVITATION TO BID (SBD 1)</b>                                                                                                                                                                                                                       |                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Bid number</b>                                                                                                                                                                                                                                      | <b>NRF/CORP ICT/29/2023-24</b>                              |
| <b>Closing date and time</b>                                                                                                                                                                                                                           | 17 November 2023 at 11:00 am no late bids will be accepted. |
| The NRF recognises the date and time as recorded on its systems for closure purposes.                                                                                                                                                                  |                                                             |
| <b>SUMMARY OF BID REQUIREMENTS</b>                                                                                                                                                                                                                     |                                                             |
| The National Research Foundation (NRF) seeks to appoint a qualified service provider to supply and configure 2 x 40 Gb/s throughput ML powered next generation firewall with redundant AC power and premium Partner enabled support for a 5-year term. |                                                             |
| <b>Number of original bid documents for contract signing</b>                                                                                                                                                                                           | 1                                                           |
| <b>Two envelope system</b>                                                                                                                                                                                                                             | Yes                                                         |
| <b>Price validity period from date of closure</b>                                                                                                                                                                                                      | Ninety (90) days                                            |

| <b>SUPPLIER INFORMATION</b> |  |        |  |
|-----------------------------|--|--------|--|
| <b>Name of Bidder</b>       |  |        |  |
|                             |  |        |  |
| <b>Postal Address</b>       |  |        |  |
|                             |  |        |  |
| <b>Street Address</b>       |  |        |  |
|                             |  |        |  |
| <b>Telephone Number</b>     |  |        |  |
| Code                        |  | Number |  |
| <b>Cell Phone Number</b>    |  |        |  |
| Code                        |  | Number |  |
| <b>Facsimile Number</b>     |  |        |  |
| Code                        |  | Number |  |
| <b>E-Mail Address</b>       |  |        |  |
|                             |  |        |  |

|                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>VAT Registration Number</b>                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
|                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
| <b>Tax Compliance Status</b>                                                                                                                                                                     | Tax Compliance System PIN                                                                                                                                                                                                                                                                                                                                                                                                                       |  | <b>OR</b>                                                                     | Central Supplier Database No.                                                                        | MAAA                                                     |
| <b>B-BBEE Status Level Verification Certificate</b>                                                                                                                                              | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                |  | <b>B-BBEE Status Level Sworn Affidavit</b>                                    | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |                                                          |
| <b>[A B-BBEE status level verification certificate/sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
| <b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes enclose proof]                                                                                                                                                                                                                                                                                                                                                              |  | <b>Are you a foreign-based supplier for the goods/services/works offered?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes, answer the questionnaire below] |                                                          |
| <b>TAX RESIDENCY QUESTIONNAIRE</b>                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
| 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).                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
| <b>BID SUBMISSION</b>                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                               |                                                                                                      |                                                          |
| 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 Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other 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.                                                                                                                                                                                                                                                                                                                                |  |                                                                               |                                                                                                      |                                                          |

| <b>TAX COMPLIANCE REQUIREMENTS</b> |                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> . |
| 4.                                 | Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .                                                                                                                                                    |
| 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.                                                                                                                |

| <b>LIST OF SIMILAR PROJECTS UNDERTAKEN PREVIOUSLY OR PRESENTLY</b> |                             |               |                                            |                        |
|--------------------------------------------------------------------|-----------------------------|---------------|--------------------------------------------|------------------------|
| <b>Project description and duration date</b>                       | <b>Company/ Institution</b> | <b>Amount</b> | <b>Contract person's name and position</b> | <b>Contact details</b> |
|                                                                    |                             |               |                                            |                        |
|                                                                    |                             |               |                                            |                        |
|                                                                    |                             |               |                                            |                        |
|                                                                    |                             |               |                                            |                        |
|                                                                    |                             |               |                                            |                        |
|                                                                    |                             |               |                                            |                        |

## BIDDER'S DISCLOSURE (SBD 4)

### 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 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 interest<sup>1</sup> 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:

.....  
.....

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?

<sup>1</sup> 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.

2.3.1 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 consortium<sup>2</sup> 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.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

## SBD 6.1 - PREFERENCE POINTS CLAIM FORM

### IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **80/20** preference point system.

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 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P}{P} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P}{P} \right)$$

80/20                      or                      90/10

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

#### POINTS AWARDED FOR SPECIFIC GOALS

Table 1: Specific goals for the tender and points claimed are indicated per the table below and is based on B-BBEE Status Level of Contribution of the Bidder.

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

| B-BBEE Status Level of Contribution | Number of points allocated (80/20 system) (between R2 000 and R50 000 000) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 1                                   | 20                                                                         |                                                                           |
| 2                                   | 18                                                                         |                                                                           |
| 3                                   | 14                                                                         |                                                                           |
| 4                                   | 12                                                                         |                                                                           |
| 5                                   | 8                                                                          |                                                                           |
| 6                                   | 6                                                                          |                                                                           |
| 7                                   | 4                                                                          |                                                                           |
| 8                                   | 2                                                                          |                                                                           |
| Non-compliant contributor           | 0                                                                          |                                                                           |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number: .....

4.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ Personal Liability Company
- ☐ One-person business/sole propriety
- ☐ (Pty) Limited
- ☐ Close corporation
- ☐ Non-Profit Company
- ☐ Public Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.4. 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:** .....

.....

.....

**BID SIGNATURE (SBD 1)**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. 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.

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).

I confirm that I am duly authorised to sign this offer/ bid response.

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

**SIGNATURE OF BIDDER:**

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

## ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with prescripts and guidelines on how to submit their bids to the NRF via e-mail.

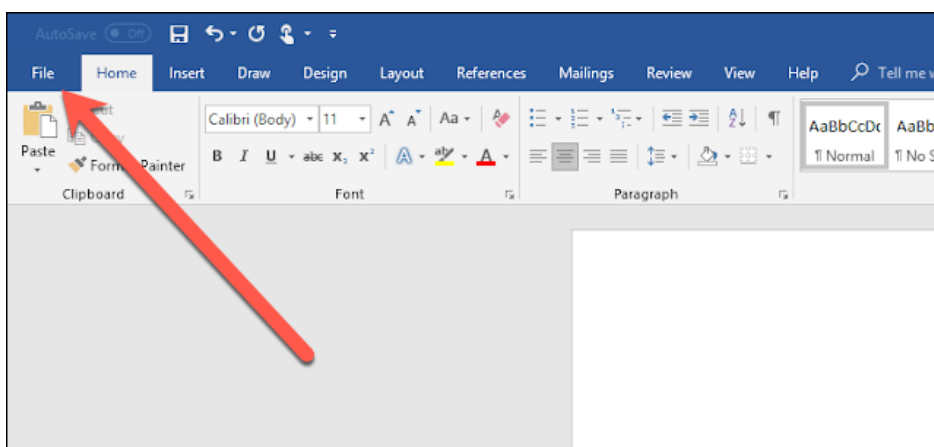
### PRESCRIPTS

- All files must be submitted in ISO PDF format and PDF/XPS (general PDF format) unless otherwise stated. Other variants are not acceptable, these variants include PDF/A, PDF/E (unless stated), PDF/X, PDF/UA, PDF/X, PDF/UT, PAdES, and PDF Health.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- All bidders document must be submitted to the email address specified on the NRF bid document and the password for the password protected pricing file must be submitted to a separate email specified in the bid document.
- The NRF email size limit is 4MB, it is the responsibility of the bidder to ensure that their submission is not larger than this limit:
  - Bidder's files may be zipped to ensure that their submission is in line with the email size limit.
- Timeline for submitting password to NRF:
  - The password for pricing folder/file must **not** be submitted before the bid closes.
  - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of the bidder's email must quote verbatim the bid name as provided provided in the NRF bid document.

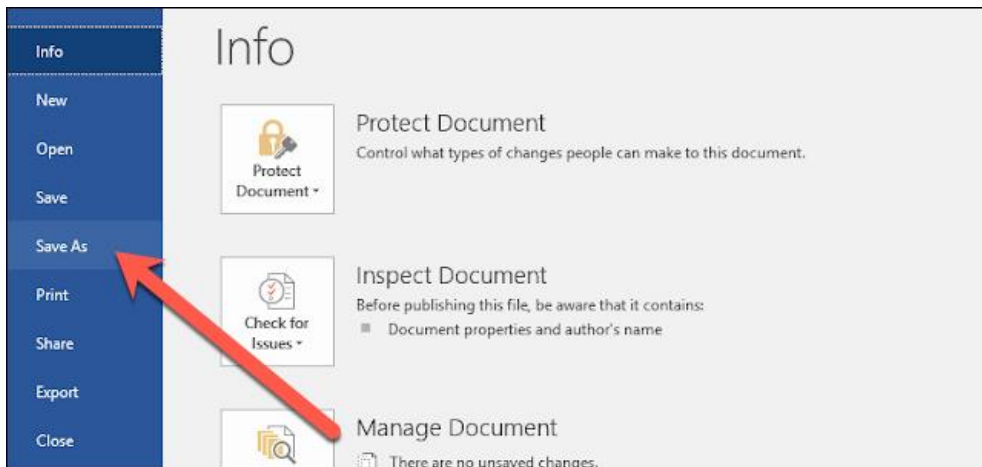
### GUIDELINES

#### Converting to pdf

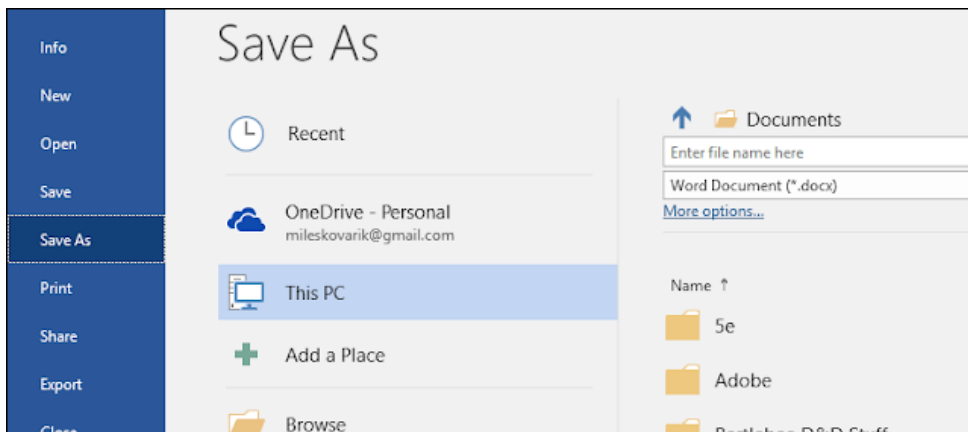
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the "File" tab.



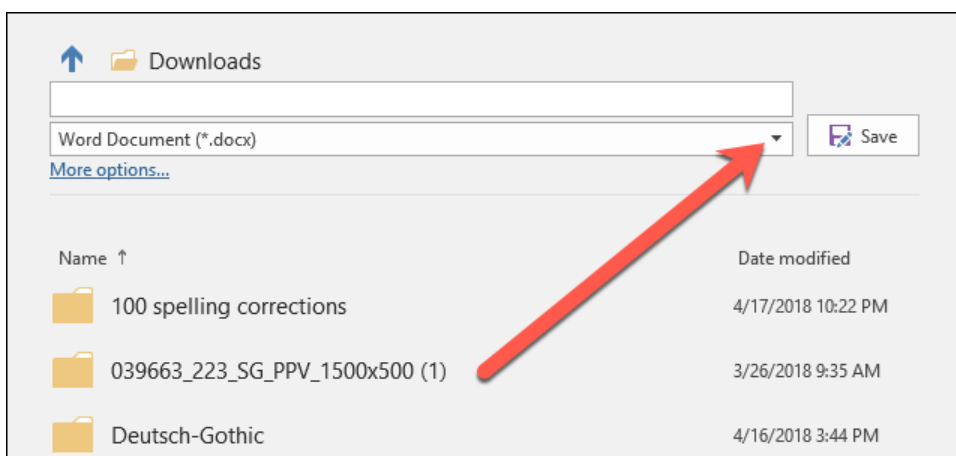
- On the backstage screen, select "Save As" from the list on the left.



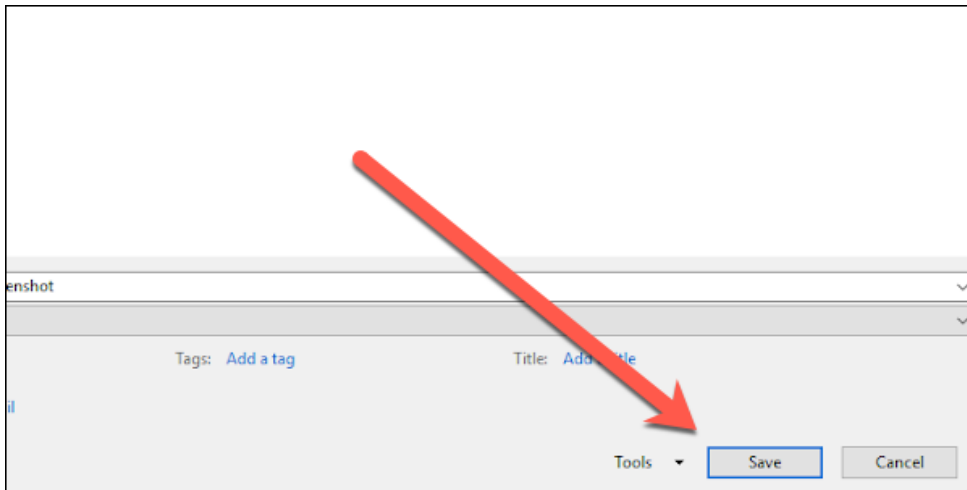
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the "Save as type" box, and select "PDF (\*.pdf)" from the dropdown menu.



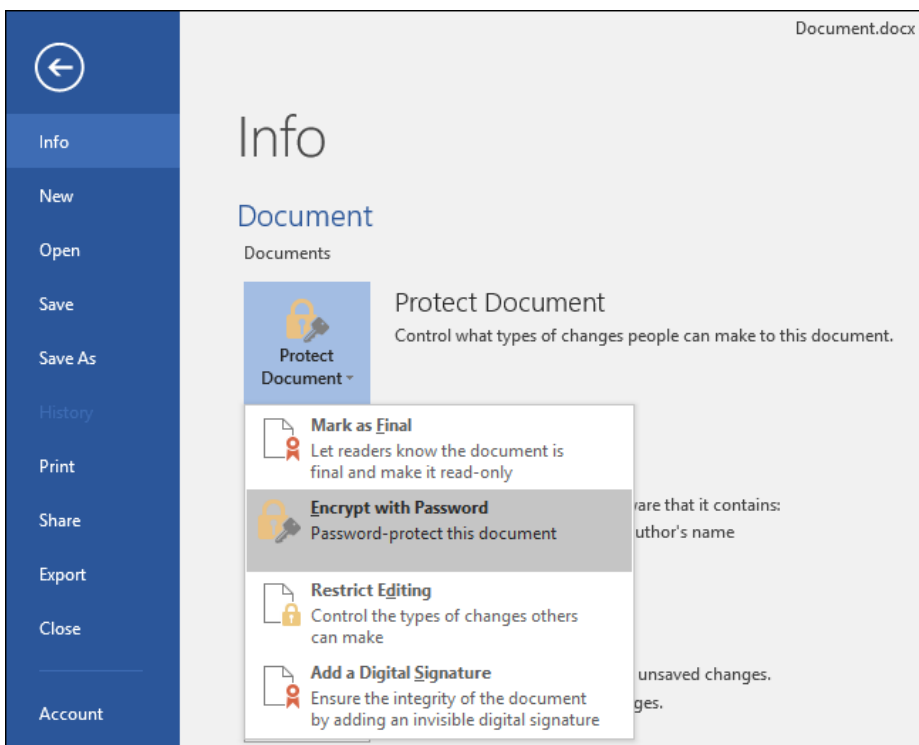
- If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

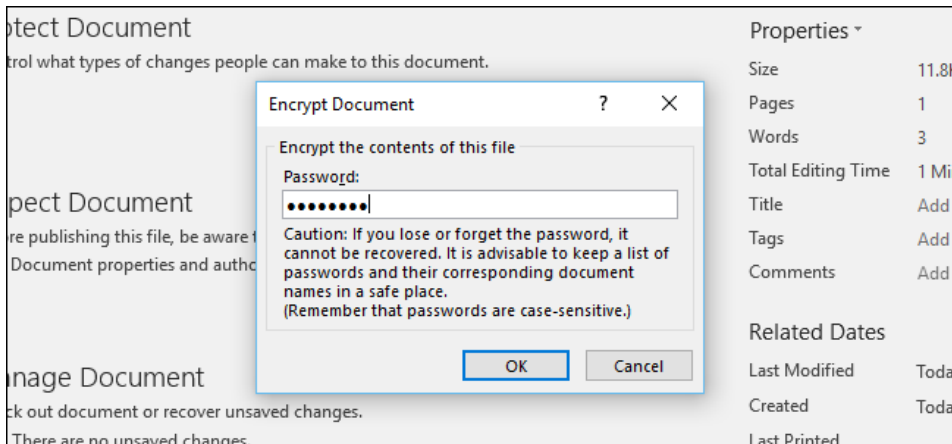
### Password protecting files

- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.

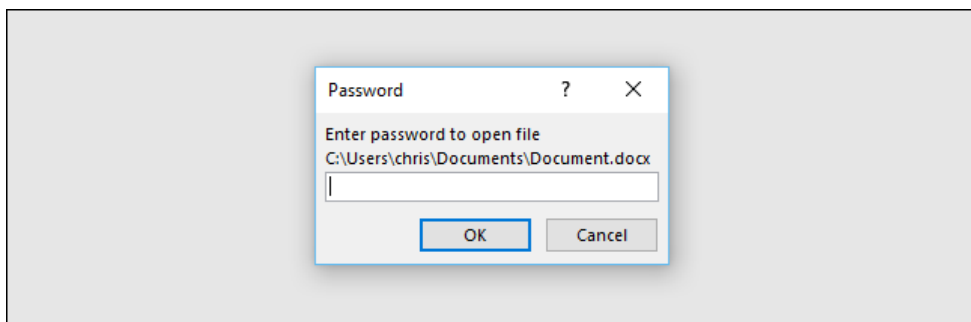


- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.

- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.

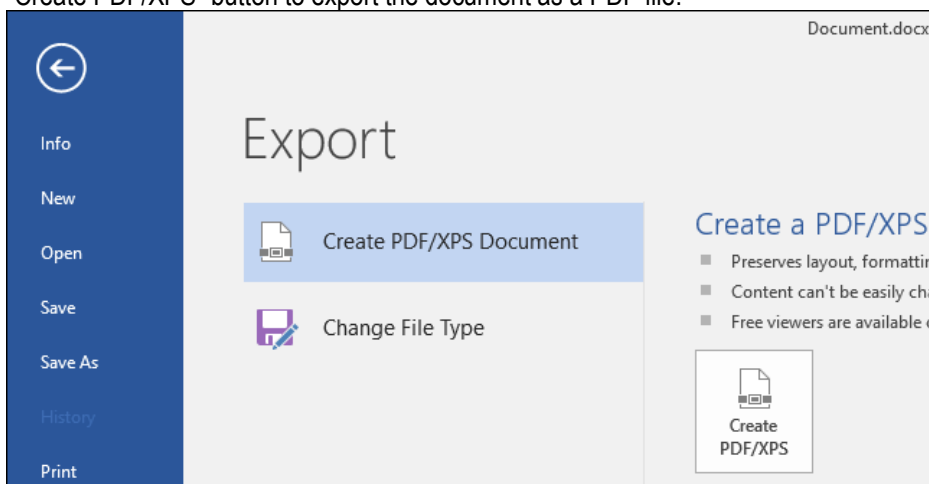


- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.

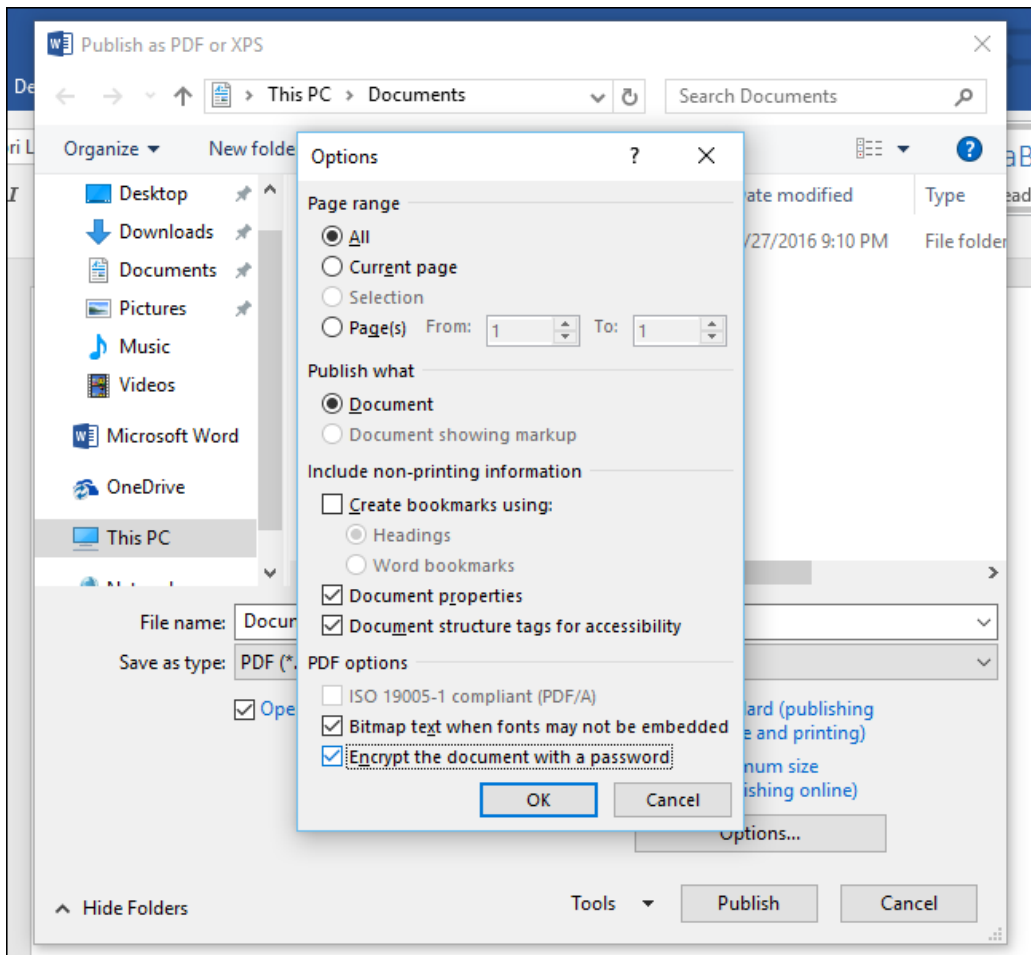


### How to Create a Password Protected PDF File

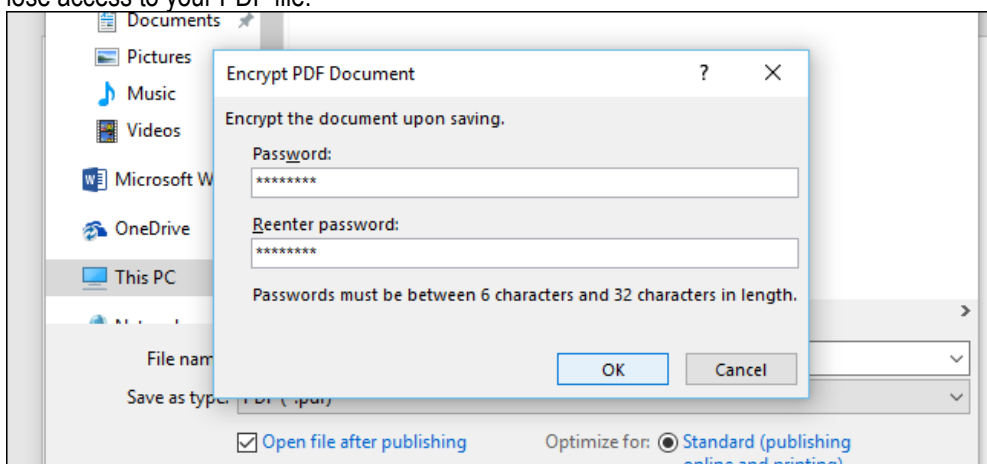
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the "File" menu button, and select "Export." Click the "Create PDF/XPS" button to export the document as a PDF file.



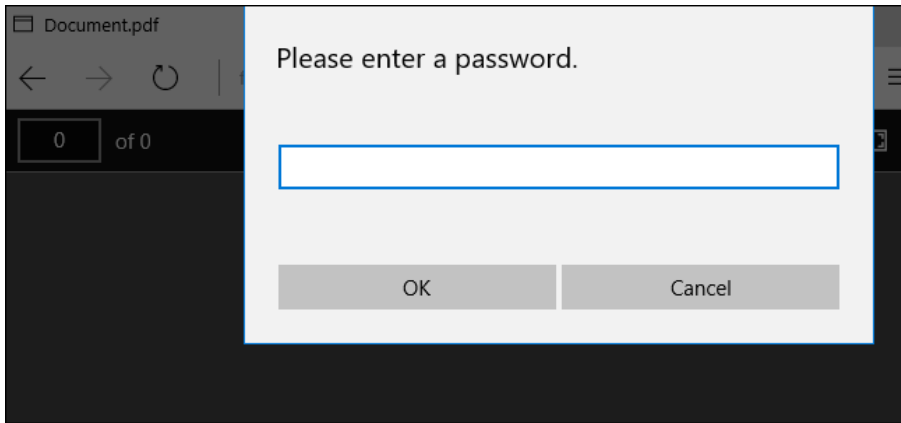
- Click the "Options" button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the "Encrypt the document with a password" option and click "OK."



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



### Ziping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

### Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.

2 passwords must sent to SCM practitioner email: 1 File send password, 2 pricing pdf password.

Upload and send large files to [bids@nrf.ac.za](mailto:bids@nrf.ac.za), using <https://filesend.nrf.ac.za/default.aspx>

