



BID DOCUMENT: PROVISION OF SOFTWARE DEVELOPMENT SERVICES

BID No: SAMRC/ITSD-PSDS/2021/12

Closing date: 09 July 2021

NAME OF TENDERER: _____

Project Manager and Technical Enquiries:

Mr. Keith Ross

E-mail: keith.ross@mrc.ac.za

OR

General Enquiries:

Supply Chain Management

E-mail: tenders@mrc.ac.za

Bid Date: 04 June 2021

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ADVERTISEMENT



Invitation to Submit Bids Bid Number: SAMRC/ITSD-PSDS/2021/12 Provision of Software Development Services

The South African Medical Research Council (SAMRC) invites proposals from technically competent and experienced service providers to provide software development and support services for the SAMRC Information Services Technology Division in line with provided scope of work in this bid document part 3.

A non-compulsory virtual briefing session will be held at the SAMRC on 15 June 2021, 10H00. Prospective supplier(s) that wish to attend the briefing sessions, should email their Microsoft Teams credential to tenders@mrc.ac.za prior to the meeting date.

Completed bids must be submitted in a sealed envelope bearing bidder's company name, address, bid description and number, and hand delivered or posted to: South African Medical Research Council, Tender Box No. 2, Francie van Zijl Drive, Parow Valley, Tygerberg, 7580, Western Cape; and must arrive before the closing date and time.

Alternatively, bidder(s) can submit their completed bids proposal with supporting documents through the SAMRC website([Current Tenders | South African Medical Research Council \(samrc.ac.za\)](http://www.samrc.ac.za/CurrentTenders)) before the closing date and time.

Late, faxed or e-mailed bids will not be accepted. One (1) original hard copy of completed bid document and 1 USB flash drive or CD-ROM containing full and same tender information as in the hard copy (PDF format) must be submitted.

Responsive bids will firstly be evaluated on functionality and thereafter on an 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations, 2017.

Please note that:

- This bid is valid for one hundred and twenty (120) days after closing date for the submission of bids;
- It is **compulsory** that bidders obtain bid documents, available for downloading on the SAMRC website (<http://www.samrc.ac.za/Tenders/tenders.htm>) from 04 June 2021 to 09 July 2021. No hardcopy bid document will be issued by the SAMRC;
- Bidders must register on the National Treasury's Central Supplier Database (CSD) prior to submitting bids, by login onto <https://secure.csd.gov.za/>. With effect from 1 July 2016, SAMRC may not award any bid to a supplier not registered as a prospective supplier on CSD. Submit with this bid your CSD supplier number and unique registration reference number for SAMRC to verify your company's registration on CSD;
- Negotiations for the bid award will only be concluded with the qualifying bidder(s) who is/are registered on the CSD and for whom key information outlined in this bid document is in order.
- Bidder(s) are **required** to submit 1 original hard copy document and 1 USB flash drive or CD-ROM with full information as per original hard copy (PDF format), as indicated above in this advert;
- None complies with all submission requirements **may** lead to disqualification of the bidder(s);
- SAMRC is not compelled to accept lowest or alternative bid, and reserves the right to accept part or the whole of any bid or cancel the bid;
- Bidder(s) must be able to supply all the required items as indicated in the bid specifications;
- Documents and USB flash drives CD-ROMs submitted on time by bidders shall not be returned;
- Appointment will be subject to successful bidder agreeing to sign a service level agreement with the SAMRC to adhere to the terms and conditions set out in the bid document.
- It is envisaged that SAMRC will conclude service contract with successful bidder for a period of 60 months, reviewed annually;
- All tender progress /results will be updated on the SAMRC website <http://www.samrc.ac.za/tenders-scm/current-tenders>; therefore no regret letters will be issued.
- Appointment of the successful bidder (s) will be subjected to appeals received within 30 (thirty) calendar days by persons aggrieved by the award contemplated from the date of appointment.

All technical enquiries may be directed in writing to Keith Ross (keith.ross@mrc.ac.za) and any other enquiries related to the bid process may be directed in writing to Supply Chain Management (tenders@mrc.ac.za). The bid number should be quoted in all correspondence. No telephonic enquiries will be responded to.

The closing date and time for the submission of bids is Friday, 09 July 2021 at 11H00.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 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" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means 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.

2. 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.

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, 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

4. Standards

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

5. Use of contract documents and information; inspection.

- 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 to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. 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.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in 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:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. 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.

10. Delivery and documents

- 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 to be submitted by the supplier are specified in SCC.

11. 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.

12. Transportation

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

13. 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:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 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.

14. Spare parts

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. 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.

18. Contract amendments

- 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.

19. Assignment

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

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 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:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) 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 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.

24. Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. 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.

27. 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,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. 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.

30. Applicable law

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

31. 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.

32. 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.

33. National Industrial Participation (NIP) 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.

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the
- 34.3. Competition Act No. 89 of 1998.
- 34.4. 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.

SBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ITSD Division /South African Medical Research Council)					
BID NUMBER:	SAMRC/ITSD-PSDS/2021/12	CLOSING DATE:	09 July 2021		11:00
DESCRIPTION	PROVISION OF SOFTWARE DEVELOPMENT SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
South African Medical Research Council, Tender Box 2 at Francie van Zyl Drive, Parow Valley, Tygerberg, Western Cape					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply chain management		CONTACT PERSON	Mr. Keith Ross	
TELEPHONE NUMBER	021 938 0911		TELEPHONE NUMBER	021 938 0663	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@mrc.ac.za		E-MAIL ADDRESS	keith.ross@mrc.ac.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE 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)

DATE:

SBD 3.3: PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: BID NO.: SAMRC/ITSD-PSDS/2021/12

CLOSING TIME 11:00

CLOSING DATE...09 July 2021

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R-----
R-----
R-----
R-----
R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R-----
R-----
R-----
R-----

----- days
----- days
----- days
----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

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

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

R.....
R.....
R.....
R.....

TOTAL: R.....

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

Any enquiries regarding bidding procedures may be directed to the –

South African Medical Research Council

Francie van Zijl Drive,
Parow Valley,
Tygerberg,
7505,
Western Cape

Supply Chain Management

Tel: (021) 938 0911

Or for technical information –

Mr. Keith Ross

Tel: (021) 938 0663

SBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
.

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications

as set out in the tender documents.

(g) “**prices**” includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and

must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**SBD 7.2: CONTRACT FORM - RENDERING OF SERVICES PART 1 (TO BE
FILLED IN BY THE SERVICE PROVIDER)**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE SOUTH AFRICAN MEDICAL RESEARCH COUNNCIL (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

1. I hereby undertake to render services described in the attached bidding documents to South African Medical Research Council in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: SAMRC/ITSD-PSDS/2021/12 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

**SBD 7.2: CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY SOUTH AFRICAN
MEDICAL RESEARCH COUNCIL)**

1. I.....in my capacity as.....
accept your bid under reference number SAMRC/ITSD-PSDS/2021/12 dated 04 June 2021 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an statement.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js365bW

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SAMRC/ITSD-PSDS/2021/12: PROVISION OF SOFTWARE DEVELOPMENT SERVICES

in response to the invitation for the bid made by:

SOUTH AFRICAN MEDICAL RESEARCH COUNCIL

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____ in his/her capacity as (Designation) _____ of the Contractor, is duly authorised hereto by a resolution dated _____/20____, to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____, with the South African Medical Research Council (SAMRC) who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the SAMRC in respect of all loss or damage that may be incurred or sustained by the SAMRC by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the SAMRC in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the SAMRC in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

WRITTEN AGREEMENT

**THIS IS IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

BETWEEN:

(Employer)

AND

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of _____

is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of noncompliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Signed-Management	
-------------------	--

WRITTEN AGREEMENT

This is a written agreement between

(Name of EMPLOYER)

And

(Name of the MANDATORY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____, representing the MANDATORY do hereby acknowledge that *(mandatory)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		Place	
PRINT NAME:			
CAPACITY:			
SIGNATURE			

SIGNED ON BEHALF OF EMPLOYER			
DATE:		Place	
PRINT NAME:			
CAPACITY:			
SIGNATURE			

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

_____ (Employer) has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the abovementioned:	
(a) Contractor's registration number with the office of the Compensation Commissioner:	
(b) Proof that assessment has been paid:	A copy of a receipt must be handed in, in this regard.

Signature of CONTRACTOR:	
Date:	

ANNEXURE A: SPECIAL CONDITIONS OF CONTRACT

Glossary

For the purposes of this Bid, the terms in quotation marks have the following meanings:

“SAMRC ” means the South African Medical Research Council;

“Acceptance” means confirmation of the SAMRC to accept the Bidder’s Proposal;

“Addendum or Addenda” means any change(s) to this bid document in writing by the SAMRC pursuant to this Bid;

”Agreement” means the legal document to be negotiated between the SAMRC and the Preferred Bidder for the execution of the Project;

“Closing Time” means 11:00 am. South African Time, according to the official Telkom time (Dial 1026);

"Completion" means completion of the Project in accordance with all Drawings and/Or Specifications that meet all Design Specifications as determined by the Project Manager in accordance with the Agreement Documents;

"Completion Date" means the date of Completion of the Project as determined by the Project Manager in accordance with the Agreement Documents;

“Bid Evaluation Committee” means the personnel and consultants (where applicable) named by the SAMRC to evaluate the Proposals received in response to this Bid;

"Month" means a calendar month;

“Notice of Proposal Acceptance” means the date on which the Project Manager advises the Bidder of the SAMRC ’s intent to accept the Bidder’s Proposal for the Project;

“Preferred Bidder” means the Bidder deemed to have the best overall Proposal in response to this Bid;

“Project” means the Project to design and install the Work to completion in accordance with the Design Specifications and the Agreement Documents;

“Bidder” means the entity preparing the response to the Bid;

“Proposal” means the response to the Bid;

"Proposal Price" means the price set out in this bid document;

"Bid document" means the document issued by the SAMRC in respect of the Project;

"Specifications" means any specifications that are prepared for the Project;

"Standards" means any and all Laws, professional standards and specifications applicable to the Work, or to work such as the Project, as they are in force from time to time or in the latest current version thereof, as the case may be;

“Successful Bidder” means the party or entity representing the Preferred Bidder once the Agreement is signed;

“Team” means a company, firm or consortium that responds to this Bid;

“Team Member” means any company or firm comprising part of a Bidder;

"Work" means any action required under the Agreement to fulfill the obligations of the Successful Bidder;

"Work Site" means that part of the building identified in the Bid document as the place where the Project is to be executed.

Part 1: NOTES TO ALL TENDERERS

1.1. Definitions

Unless otherwise defined terms used in this BID are defined in the Glossary.

1.2. Purpose and Eligibility

- (a) The purpose of this BID is to solicit Proposals from Bidders to enter into an agreement to perform the Services for the SAMRC (the “Project”) as described in this BID and to carry out all Work in accordance with this BID and the terms of the Agreement.
- (b) This is a Request for Proposals and is not a contract. No contractual or other legal obligations are created or imposed on the SAMRC by this BID or by submission of any Proposal or by consideration of, or failure or refusal to, consider any Proposal by the SAMRC. Further, the Agreement, when executed, is the sole source of any contractual obligation on the SAMRC with respect to the Project.
- (c) All Proposals received in response to this BID will be evaluated and the Bidder judged to have the “best overall Proposal” will be selected to enter into negotiations leading to an Agreement with the SAMRC for this Project.
- (d) Throughout this document reference is made to the “Bidder” as the entity preparing the response to the BID. The term “Consultant” is used to represent the Bidder after the Agreement is signed.
- (e) “Preferred Bidder” is the Bidder judged to have the “best overall Proposal” which is selected to enter into negotiations leading to an Agreement with the SAMRC. If negotiations are unsuccessful, the next highest rated Bidder may be deemed to be the Preferred Bidder and negotiations would be commenced with it.

1.3. Page numbering

The Bidder is required to check the number of pages in this document and should any be found to be missing or there be discrepancies, the Bidder should inform the SAMRC immediately and have the same rectified.

1.4. Uncertainties

- (a) Should the Bidder be in doubt about the precise meaning or interpretation of any item, words or figures, or for any reason whatsoever observe any apparent omission of words or figures, the Bidder is required to inform the SAMRC in order to have them explained, rectified or correct meaning be decided upon before the date for the submission of the Bids.
- (b) Requests for clarification of the subject matter of this BID must be transmitted in writing to the Contact Person before the Closing Date and Time.
- (c) The Contact Person will distribute copies of all BID clarification requests and the corresponding responses to such requests to all Bidders with the exception for confidential matters, e.g. Intellectual Property, Trademark, etc.
- (d) By submitting a Proposal, the Bidder indicates acceptance of the entire BID and waives any further right to rectify, clarify, or qualify any aspect of the BID.

1.5. Acceptance/Unacceptance of Bids and Awards

- a) The Medical Research Council is not compelled to accept the lowest or any Bid, and SAMRC reserves the right to accept part or the whole of any Bid without furnishing reasons, as well as to accept multiple Bids or limited for the same product. Furthermore, the SAMRC reserves the right to re-advertise if it so wishes or to cancel the project altogether.
- b) SAMRC will not be issuing regret letters to unsuccessful bidder(s), but will publish the awards on SAMRC website, e- tender portal and other media where this bid was advertised in accordance with Treasury Regulation.
- c) Appointment of the successful bidder (s) will be subjected to appeals received within 30 (thirty) calendar days by persons aggrieved by the award contemplated from the date of appointment.
- d) It's a responsibility of the bidder(s) to continuously check the outcomes of the bid after closing date as stated above.

1.6. Additional Information Supplied by the SAMRC

- (a) Without derogating from the obligations of a Bidder to investigate and satisfy itself of every condition affecting the Project, unless otherwise expressly indicated in writing in this BID, the SAMRC assumes responsibility for the accuracy of data supplied in this BID, but does not assume responsibility for the sufficiency or interpretation of that data or that the data provided is necessarily representative of anticipated or actual conditions.
- (b) No warranty or guarantee as to accuracy, sufficiency, or relevance is made by any party for any other information, unless otherwise explicitly stated in this document.
- (c) Information given orally by the SAMRC, or by SAMRC staff members or representatives will not be binding on the SAMRC and will not be considered in any form or manner in the evaluation of the Proposals.

1.7. Addenda

- (a) Written Addenda are the only means of changing, amending or correcting this BID. The Contact Person may change, amend or correct this BID by issuing an Addendum to each Bidder. No employee or agent of the SAMRC, other than the Contact Person, is authorized to change, amend or correct the BID or issue any Addenda.
- (b) Information pertaining to this BID that is offered by or obtained from sources other than the Contact Person is not

official, may be inaccurate, and must not be relied on in any way by any Bidder for any purpose associated with this BID.

1.8. Amendment in the Bid documents

- (a) SAMRC reserves the right to revise or amend the Bid Documents up to the date prior to the date notified for opening of the Bids and also the right to postpone the date of submission and opening of Bids without assigning any reason, whatsoever.
- (b) SAMRC also reserves the right to change the quantities of the units while issuing the letter of award of work.

1.9. Bid shall be written in English

Every Bid shall be written in English language. All information such as documents and drawings supplied by the Bidder will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Bids shall be forwarded under cover or a letter type written on the Bidder's letter-head and duly signed by the Bidder. Signatures must be in long hand, executed in ink by a duly authorized principal of the Bidding firm. No oral, telegraphic or telephonic Bids or subsequent modifications there-to shall be entertained.

1.10. Bidders to sign all pages

The Bidder shall stamp and sign at the bottom centre of every page of the Bid documents in token of acceptance of Bid conditions and for the purpose of identification.

1.11. SAMRC not to assign any reason for rejection

The Chief Executive Officer/President or any delegated authority of the SAMRC hold absolute discretion to accept or reject the lowest or any other Bid without assigning any reason. No claim on this account shall be entertained.

1.12. Completeness of documents

Bidder must personally establish that their Bid Documents are completed. If any page is missing or illegible or unclear the Bidder must inform the SAMRC so that any shortcomings may be corrected. SAMRC will not accept responsibility for mistakes in a Bid due to an incomplete, illegible or unclear document.

1.13. Submission of Bids

- (a) The Bid documents are to be filled in, in black ink on the Form of Bid included in this document. The entire document fully priced and duly completed, including all Parts and Schedules, must be submitted.
- (b) One (1) original hard copy of completed bid document and 1 USB flash drive OR CD-ROM containing full and same tender information as in the hard copy (PDF format) must be submitted.
- (c) Completed bids must be submitted in a sealed envelope bearing bidder's company name, address, bid description and number, and hand delivered or mailed to the following address:

South African Medical Research Council
Tender Box No. 2,
Francie van Zijl Drive,
Parow Valley,
Tygerberg, 7580
Western Cape

Alternatively, bidder(s) can submit their completed bids proposal with supporting documents through the SAMRC website ([CurrentTenders | South African Medical Research Council \(samrc.ac.za\)](http://CurrentTenders|SouthAfricanMedicalResearchCouncil(samrc.ac.za))) before the closing date and time.

NB: Bids received after the Closing Time and Date will not be considered.

1.14. Validity and withdrawal of Bids

- (a) The bid shall remain valid for 120 days from the closing date of this tender. During the validity period, the bid shall remain binding on the Bidder and bid price shall remain firm.
- (b) If the Bidder withdraws his/her tender within the validity period, or fail to fulfill the contract when called upon to do so, the South African Medical Research Council may, without prejudice to its other rights, agree to the withdrawal of the tender or cancel the contract that may have been entered into between the Bidder and the South African Medical Research Council. The Bidder shall then pay to the South African Medical Research Council any additional expense incurred by the South African Medical Research Council having either to accept any less favourable bid or, if new tenders have to be invited, the additional expenditure incurred by the invitation of new tenders and by the subsequent acceptance of any less favourable bid. The South African Medical Research Council shall also have the right to recover such additional expenditure by setting it off against moneys which may be due or become due to the Bidder under this or any other tender or contract or against any (performance) guarantee or deposit that may have been furnished by the Bidder or on its behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the South African Medical Research Council may sustain by reason of the Bidder's default.

1.15. Schedules to be completed

All schedules in this Bid document must be filled in and completed by the Bidder to the extent indicated in the document.

1.16. Supplier Verification

Submitted bids will be verified for the following key information:

- (a) Business registration, including details of directorship and membership;
- (b) Bank account holder information;
- (c) In the service of state status;
- (d) Tax compliance status;
- (e) B-BBEE status level;
- (f) Tender defaulting and restriction status
- (g) Identity number; and
- (h) Any additional and supplementary verification information communicated by National Treasury.

1.17. Conditions of payments

- (a) SAMRC will pay the service provider the fees set out in the final contract according to the agreed deliverables. No additional amounts will be payable by SAMRC to the contractor.
- (b) The service provider shall from time to time during the currency of the contract, invoice SAMRC for the services rendered.
- (c) The invoice must be accompanied by supporting source document(s) containing detailed information, as SAMRC may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the service provider.
- (d) No payment will be made to the service provider unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to SAMRC.
- (e) Payment shall be made by bank transfer into the service provider's bank account, 30 days from statement date. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- (f) The service provider shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.
- (g) At **NO** stage will the claim for advance payment be entertained by the SAMRC

1.18. Relevant Government Taxes

All prices entered in the quotation shall be inclusive of relevant Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the bid. Therefore, Bidders are required to ask for clarifications where and if necessary before submitting their bids.

1.19. Functional Requirement

- (a) Should a bidder have reason to believe that the Functional Requirements are not fair/transparent/equitable and/or are written for a particular brand or product or service provider; the bidder must notify SAMRC Supply Chain Management Division within five (5) days after publication of the BID. If no communication is received within this aforementioned time-period, contents of this bid will be deemed to be fair/transparent/equitable.

1.20. Sufficiency of Bid

- (a) The Bidder shall be deemed to have satisfied him/herself before Bidding as to the correctness and sufficiency of his/her Bid for the Works and prices he/she has stated in the Schedules which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

1.21. Disqualification

The Bidder is required to submit the tender in accordance with the specifications and all conditions in this tender document. Any bid that does not comply with the requirements stated in these tender documents may be disqualified. A bid may be subject to disqualification should any of the following occur:

- (a) bidder altering or otherwise qualifying the text of these specifications without prior notification to the SAMRC and receipt of written authority from the SAMRC. SAMRC reserves the right, if it so wishes, to ignore these alterations and the text of the specification as printed will be adhered to or to completely reject tender with altered documents.
- (b) any details requested in the bid document be omitted by the Bidder.
- (c) submitted incomplete information and documentation.
- (d) submitted information that is fraudulent, factually untrue or inaccurate information;
- (e) received information not available to other vendors through fraudulent means; and/or
- (f) do not comply with **mandatory requirements** as stipulated in this bid document.
- (g) do not attend compulsory site/briefing meeting/session.

1.22. Briefing session

There will be a non-compulsory virtual briefing session as indicated in the advert.

1.23. Bids from companies, corporations or firms

If the Bidder is a Company, Corporation or Firm, the Bid must be accompanied by a certified copy of an extract from the minutes of the meeting of the Board of Directors authorising the person who signs the Bid to sign it on behalf of the Company, Corporation or Firm.

1.24. Bid Official Contact

All communications must be directed in writing to the Project Manager and SCM Officials listed on the cover of this Bid Document.

- (a) Where ever the word “Contact Person” occurs it shall mean SAMRC staff/agent /representative authorized to communicate in writing with the Bidders in terms of this project.
- (b) Information given orally to or by the Contact Person will not be binding on the SAMRC and shall not be considered in any form or manner in the evaluation of the submitted Bids.
- (c) Information pertaining to this Bid obtained from sources other than the Contact Person is not official.

1.25. Negotiation and contracting

- (a) SAMRC have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- (b) SAMRC shall not be obliged to accept the lowest of any quotation, offer or proposal.
- (c) A contract will only be deemed to be concluded when reduced to writing in a contract form and Service Level Agreement signed by the designated responsible person of both parties.
- (d) Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

1.26. Subcontracting

The successful bidder shall not be entitled to sub-contract any of its obligations to other contractors without SAMRC’s written approval.

1.27. Cost of Bidding

The SAMRC is not responsible for any costs incurred by the Bidder in completing his/her Bid, in visiting the site for the briefing session or for any other related items.

1.28. Corrupt practice

Corrupt practice in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to corrupt practice or solicit the support of any person employed or in the service of the SAMRC are liable for rejection.

1.29. Schedule of personnel

The Bidder shall state in the Schedule of Personnel & Subcontractors, the name, qualifications and experience of his own personnel and any Subcontractors he proposes to employ in order to complete the Works.

1.30. Security clearance of bidders

- (a) All relevant security clearance will be done to the appointed service provider.
- (b) Prior to the awarding of this contract SAMRC will verify with National Treasury database whether the bidder is listed on the List of Restricted Suppliers and Register for Tender Defaulters.

1.31. Cancellation of procurement process

- (a) This procurement process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering into contract with a specific service provider to which the bid relates.

1.32. Safety, health and welfare of workpeople

The Supplier shall allow for providing for the safety, health and welfare of workforce and for complying with any relevant Law(s) and Regulations (where applicable), including but not limited to Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and relevant Labour Laws and Regulations or Union Agreements.

1.33. Special conditions

- 1.33.1.** The appointed service provider will be required to sign confidentiality agreement.

1.34. Compliance Statement

The Bidder should issue compliance statement of specifications with deviations clearly marked.

1.35. Non-Disclosure, Confidentiality And Security

The invitation to tender and its contents are made available on condition that they are used in connection with the tender process set out in the invitation to tender and for no other purpose. All information pertaining to this invitation to tender and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the SAMRC. In the event that the Service Provider is appointed pursuant to this invitation to tender such Service Provider may be subject to security clearance prior to commencement of the Services.

The Service Provider undertakes to ensure that all data and information (including but not limited to any technical, commercial, scientific information, processes, designs, technical specifications, copyright and data in any form) in connection with or arising from this tender shall be kept confidential and agree not to disclose it to third parties and not to make use of such information other than for the purpose of participating in the tender and to release such information to its

employees on a “need-to-know” basis only, provided that such employees undertake to be bound by the confidentiality contained herein.

1.36. Disclaimers

The SAMRC has produced this RFP/BID/TENDER in good faith. However, the SAMRC, its agents and any of its stakeholders do not warrant its accuracy or completeness. To the extent that the SAMRC is permitted by law, the SAMRC will not be liable for any claim whatsoever and howsoever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this RFP/BID/TENDER due to any misinterpretation of this RFP/BID/TENDER. This RFP/BID/TENDER is a request for proposals/bids only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a Contract between the parties. By submission of its Proposal/BID, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP/BID/TENDER. The SAMRC makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFP/BID/TENDER, whether with regard to its accuracy, completeness or otherwise and the SAMRC shall have no liability towards the tenderer or any other party in connection therewith.

1.37. SAMRC doing business with state employees

In applying the principles of the Public Services Act, 1994, and its regulations the SAMRC will not procure work/goods/services from employees of the state in their capacity as individuals or through suppliers/contractors in which an employee of the state holds a financial interest.

1.38. Declaration

- 1.38.1. I declare that I have no participation in the submission of any other offer for the goods and/or services described in this proposal/bid. This declaration is to confirm that that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other proposal/bid.
- 1.38.2. I have made myself familiar with all local conditions likely to influence the work and the cost thereof.
- 1.38.3. I further certify that I am satisfied with the description of the work and explanations given by the SAMRC representative and that I understand the work to be done as specified and implied, in the execution of this contract.
- 1.38.4. I confirm that I have satisfied myself as to the correctness and validity of my proposal/bid; that the price(s) and rate(s) quoted cover all the services specified in the proposal/bid documents; that the price(s) and rate(s) cover all my obligations and I/we accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 1.38.5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.
- 1.38.6. I accept that the SAMRC may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false
- 1.38.7. I confirm that I am duly authorised to sign this proposal
- 1.38.8. I have fully familiarized myself with all requirements and herewith commit myself to these conditions.

REPRESENTATIVE OF BIDDER (NAME)

DATE

CAPACITY

REPRESENTATIVE OF BIDDER (SIGNATURE)

COMPANY NAME

WITNESSES

1.

2.

DATE:

Part 2: Form of Tender

2.1. Description

DESCRIPTION OF WORKS	Provision of Software Development Services
APPOINTMENT	The successful bidder shall be appointed as a direct supplier to the SAMRC
TYPE OF TENDER	Rates based
CLOSING DATE	09 July 2021
TIME	11h00
PLACE	South African Medical Research Council, Francie van Zijl Drive, Tygerberg, Western Cape

- 2.2. I/We, the undersigned hereby offer to undertake project in accordance with the conditions of tender, conditions of contract, technical specifications, schedules and drawings, save as amended by the statement set out in item 2.8 of this Form of Tender for the variable sum only as follows: (brought forward from Bid Price in Part 4 of this tender document)

TENDER OFFER:

R

Including VAT

[Brought forward from Section 4.1: Blended Rates/HR Project, page 53]

IN WORDS:

.....

.....

including VAT

- 2.3. I/We agree to there being fully completed, the project as tendered for will run and terminated in accordance to the dates indicated below: (please provide actual days and not range).
- 2.4. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof by yourselves, shall constitute a binding contract, and shall be deemed for all purposes to be the contract agreement.
- 2.5. Contract Period: ...3... years. The contract will, however, be subject to annual review of the appointed service provider's performance against the Contract/SLA.
- 2.6. SAMRC reserves the right to extend contract period for a longer period but not beyond five (5) years.
- 2.7. I/We understand that you are not bound to accept the lowest or any tender or any part of any tender you may receive and that you will not defray any expenses incurred by us in tendering.

Company's Representative's Name (Duly Authorised)

SIGNATURE

COMPANY _____

DATE: _____

2.8. (TO BE COMPLETED ONLY WHEN TENDER IS BY A COMPANY, CORPORATION OR FIRM).

State, in cases where the Bidder is a Company, Corporation or Firm, by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney, or otherwise, as follows:

I (We) the undersigned, am (are) authorised to enter into this Contract on behalf of

.....

(Bidder) by virtue of dated

NB: PROVE OF AUTHORIZATION MUST BE PROVIDED

2.9. I/We enclose herewith the following supporting or explanatory documents:

- (i) Letters
- (ii) Catalogues
- (iii) Drawings
- (iv) Other (specify)

I/WE submit herewith further information, as required, which form part of this Form of Tender.

SIGNATURE OF TENDERER _____

NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____

WITNESSES:

1.
[PLEASE PRINT] SIGNATURE

2.
[PLEASE PRINT] SIGNATURE

2.10. STATEMENT OF COMPLIANCE OR OF QUALIFICATIONS BY TENDERER

This tender complies in every respect with the Conditions of Contract, Specification and Drawings

YES/NO*

If "NO", detail qualifications hereunder. Failure to detail qualifications shall signify compliance.

QUALIFICATIONS		
Part No	Clause No	Qualification

SIGNATURE OF TENDERER : _____

2.11. SCHEDULE OF PERSONNELL AND SUB-CONTRACTORS

The Tenderer shall state in the Schedule below the names of all the technical personnel and sub-contractors he will employ in order to complete the Works, and shall define their duties and outline their experience and qualifications.

Name (Person / Sub-contractor)	Proposed duties	Qualifications/ Experience

SIGNATURE OF TENDERER : _____

Part 3: Scope of Work

3.1. INTRODUCTION

- 3.1.1. The South African Medical Research Council (SAMRC) is a Schedule 3A public entity in terms of the Public Finance Management Act, 1999 (PFMA).
- 3.1.2. SAMRC has been enacted through the South African Medical Research Council Act, 1991.
- 3.1.3. SAMRC's **mission is "to improve the nation's health and quality of life through promoting and conducting relevant and responsive health research"**.
- 3.1.4. The SAMRC's head office is in Cape Town (Western Cape Province) and it is also represented in Gauteng and KwaZulu-Natal Provinces through regional offices.

3.2. PURPOSE

- 3.2.1. To invite bids to provide software development and support services for the SAMRC Information Services Technology Division.
- 3.2.2. Contract with a technically competent and experienced service provider(s) to provide best value and constant improvements in cost and service delivery efficiencies throughout the term of this project/contract.
- 3.2.3. The successful bidder(s) will be appointed for a period of three (3) years and may be renewed for a further two (2) years depending on available funds and the organizations software development requirements.

3.3. Software Development, Support and Maintenance

3.3.1. Scope

The scope of the software development activities includes various independent projects that would require software development, maintenance and support. The scope of the engagement would include:

- a) Software development and maintenance of new and existing projects
- b) Microsoft Power BI development - dashboarding and reporting.
- c) Database design can be done in consultation with SAMRC ITSD.
- d) Technical handover to SAMRC ITSD staff on all aspects of any developed systems.
- e) Provide complete technical documentation on each developed system.
- f) Provide Functional Requirements Specification documentation when required.
- g) Handover of all software code and configuration files to SAMRC ITSD department.
- h) Testing and obtaining sign-off from SAMRC
- i) Training where required
- j) Ensure 0% defects in the system functionality as per user requirements.
- k) Provide dedicated resources to be assigned to a project or statement of work.

You may also be requested to provided support e.g. bug fixes or enhancements on existing applications from time to time based on the agreed fixed hourly rate submitted in this tender.

3.4. Project related documentation and services

The appointed service provider will provide resources to assist SAMRC ITSD in its requirement to develop software project related documentation as well the actual software development activities. Documentation requirements would range from User or Functional Requirements Specifications as well as any other project related documentation where applicable to the project.

3.5. Software Support and Maintenance

The successful vender may be required to provided application support post go-live in some cases.

This will be defined up front and may be included as a line item in the quotation. This could also be handled on a time and material basis with agreed hourly rates.

You may also be requested to provide support e.g. bug fixes or enhancements on existing applications based on the fixed hourly rate.

Support will also be required in the maintenance and development of Power BI solutions.

3.6. Project Deliverables

Each project will be individually quoted for based on the agreed set of deliverables. For a typical software project, the following deliverables would be expected:

*Refer to **Annexure A** (page 64) below for the submission of below points (1-4):*

1. Software development methodology used and why this methodology is preferred for the project.
2. Any risks or anticipate challenges.
3. Full project plan with timelines.
4. Detailed costing based on the agreed hourly rates for all resources assigned to project.

3.7. Project meetings

Project meetings will be held at SAMRC's Cape Town office in Parowvalley. Travel cost must be a separate line item in any quotation if required. All on-line meetings will be held via Microsoft Teams.

3.8. Required and Preferred Technology Stack

All new software development solutions must use the Microsoft technology stack. We currently have the following development platforms implemented:

- a) ASP.NET C# Web development language
- b) Microsoft SQL Server 2016 or later
- c) Microsoft Power BI
- d) Microsoft IIS 7 or later Webserver
- e) MS Visual Studio 2012 or later
- f) Microsoft Windows Server 2019

We also have some java and PHP solutions, but the core of the support contract must be based on Microsoft solutions.

3.9. Software ownership

All project related documentation and source files as well as the source code of completed as well as incomplete projects will remain the property of the SAMRC for further use or enhancements as required.

3.10. Additional Requirements

- a) Provide at least 3 references of previous work
- b) Provide a methodology for development
- c) Provide a short CV focusing on required skills of the persons deployed on similar development projects as well as their hourly rate. Use below table as a guide

Designation	Hourly Rate
Architect/Technical Lead	R
Project Manager	R
.Net Developer (Senior)	R
.Net Developer (Intermediate)	R
.Net Developer (Junior)	R
.Net Developer (Intern)	R
Front-end Developer (Intermediate)	R
Business Analyst	R
Tester	R
Any other role	R

SAMRC Contacts

- Keith Ross
 - (021) 938 0663
 - keith.ross@mrc.ac.za
- Dayanandan Govender
 - (031) 203 4854
 - Dayanandan.Govender@mrc.ac.za

3.11. REQUIRED INFORMATION

Bidders are required to set out their proposal in the following format:

Item		Description	Please Attach Appendices Referenced	Attached YES or NO or N/A
3.11.1. Organization and personnel	3.11.1.1.	Name of company, address, telephone number, fax number, email address(es) and title(s) of contact person(s).	1.	
	3.11.1.2.	A brief history of your organizations, number of years in business, , locations of principal and branch offices, and a list of your present directors or partners.	2.	
	3.11.1.3.	Describe all affiliations and relationships, both formal and informal, that your organization maintains. In describing any such relationship, disclose any financial incentives you, your organization or principals of your organisation has, if any, for referral of business to any such affiliates or their profitability.	3.	
	3.11.1.4.	Attach an organizational structure indicating the flow of information and authority.	4.	
	3.11.1.5.	Indicate the professional employee turnover of the company over the last three years.	5.	
	3.11.1.6.	Describe any recent or pending mergers, acquisitions, or re-organization's that have been or may be encountered by your company in the next 12 – 18 months and the anticipated impact of such events upon your company;	6.	
	3.11.1.7.	Indicate the overall objectives of your company with respect to your future growth, and comment particularly upon any present or planned areas of your business that you expect to emphasize or de-emphasize in the future.	7.	
	3.11.1.8.	Describe any recent and significant developments in relation to your company.	8.	
	3.11.1.9.	Has your company, its principals, or affiliates ever been investigated? If yes, please describe.	9.	
	3.11.1.10.	Has your company been party to any litigation concerning fiduciary responsibility or other performance related matter? If yes, please describe.	10.	
	3.11.1.11.	Has your company submitted a claim to your professional indemnity insurance carrier? If yes, please describe.	11.	
	3.11.1.12.	Provide biographies of your key personnel and professionals showing employment history, education, years of experience, and indicate the professionals that you anticipate would be assigned to the SAMRC work.	12.	
3.11.2. Bidders Processes	3.11.2.1.	Executive Summary detailing bidders understanding of the requirements of this bid and detailed proposed solution to address specific functional/technical requirements of this bid	13.	
	3.11.2.2.	Describe your quality control when performing services required in this bid	14.	
3.11.3. Legal	3.11.3.1.	Central Supplier Database (CSD) supplier number and unique registration reference number	15.	
	3.11.3.2.	Tax Compliance Status PIN	16.	
	3.11.3.3.	Copy of Public Liability Insurance cover	17.	
	3.11.3.4.	B-BBEE STATUS LEVEL, means: - B-BBEE status level certificate issued by an authorised body or person. - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice. Any other requirement prescribed in terms of the B-BBEE Act.	18.	
	3.11.3.5.	Registration with the workmen's Compensation Fund. A letter of good standing issued by Department of Labour must be submitted with the bid.	19.	
	3.11.3.6.	Statement confirming compliance with contents of the Basic Conditions of Employment ACT (BCEA), 1997 (No. 75 of 1997), as amended.	20.	
	3.11.3.7.	Statement confirming compliance with all applicable wage order / sector determination and/or agreement (where applicable).	21.	

	3.11.3.8.	Compliance with the Unemployment Insurance Fund. Submit proof of registration and/or contributions made to the fund.	22.	
	3.11.3.9.	Comply with Compensation for Occupational Injuries and Disease Act (COIDA), 1993 (No. 130 of 1993), as amended. Submit proof of registration/letter of good standing	23.	
	3.11.3.10.	Comply with the Occupational Health and Safety Act (OHSA). Training undertaken by staff/company to ensure compliance with OHSA. Submit your company's SHE policy.	24.	
	3.11.3.11.	Certificate of Authority For Joint Ventures (where applicable)	25.	
	3.11.3.12.	Current year's Letter of Authority or Board Resolution, authorizing bidders' representative to sign all documents relating to this bid and to be bound by any such document as might be signed by him/her in pursuance of the bidder's interest with respect to this bid	26.	
3.11.4. References	3.11.4.1.	Provide minimum of 3 contactable clients references where provision of services required in this tender were rendered	27.	
3.11.5. SLA	3.11.5.1.	Draft Service Level Agreement (SLA)	28.	

3.12. OTHER INFORMATION

3.12.1. The SAMRC reserves the right to appoint more than one service provider.

3.13. DOCUMENTS THAT MUST BE SUBMITTED FOR PRE-QUALIFICATION

3.13.1. Without limiting the generality of SAMRC's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses, will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents:

Table 1

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. Vendor number
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Form of Tender	YES	Complete pricing in the Form of Tender
Registration on Central Supplier Database (CSD)	NO	The Service Provider must be registered on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.

PART 4: Bid Price

4.1 Blended Rates

Item No.	Description	Qty Req.	Hourly rate	Rate	Number of months	Amount (R) excl. VAT
1.	Architect/Technical Lead	1				
2.	Project Manager	1				
3.	.Net Developer (Senior)	1				
4.	.Net Developer (Intermediate)	1				
5.	.Net Developer (Junior)	1				
6	.Net Developer (Intern)	1				
7	Front-end Developer	1				
8	Business Analyst	1				
Complete below for the Human Resources Employee Performance Management Review Project as per Annexure A						
1.	Project Manager					
2.	.Net Developer (level)					
3.	Architect					
4.	Other Roles/Resources					
5.	Project Meetings					
SUBTOTAL						
15% VAT						
Grand Total (Taken Forward to Part 2: Form of Tender , Section 2.2, page 43)						

PART 5: EVALUATION, PRESENTATION AND ADJUDICATION

5.1. Evaluation Process

5.1.1. The SAMRC :

- (a) may request additional information, clarification or verification in respect of any information contained in or omitted from a Service provider's bid. This information will be requested in writing;
- (b) may conduct a due diligence on any Service Provider, which may include interviewing customer references or other activities to verify a Service Provider's or other information and capabilities (Including visiting the Service Provider's various premises and/or sites to verify certain stated information or assumptions) and in this instances the service providers will be obliged to provide SAMRC with all necessary access, assistance and/or information which SAMRC may reasonably request and to respond within the given time frame set by the SAMRC;
- (c) may shortlist Service Providers and may request presentations from short-listed Service Provider;
- (d) may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Bid;
- (e) will evaluate the bids with reference to the SAMRC set of approved evaluation criteria as indicated in this document.
- (f) reserves the right to appoint a specialist/consultant to assist in performing such evaluations

5.2. Evaluation criteria

5.2.1. Recommendation of the successful bidder will be based upon the evaluation criteria listed in the table below.

Table 1. Evaluation / selection guidance criteria

Table 1: Evaluation / selection guidance criteria					
Criteria	Ref No.	Description	Weight (%)	Min pre-qualification percentage	Preference points system
Functionality (Total = 100%)	1.	Company Background Company profile that illustrates the core business, services offered and company structure/organogram, number of employees and employee designation	20	70	
	2.	Experience Software development experience. Provide short CVs of Developers/Analysts/Project managers assigned to SAMRC.	20		
	3.	Project Plan Provide a detailed project plan and related documents as per section 3.6 (Project Deliverables) above for the project Definition Annexure A below (HR Employee Performance Management Review).	35		
	4.	Development Time (a) Time taken to complete the “HR Employee Performance Management Review” as detailed in Annexure A	10		
	5.	References Full contact details of at least 3 references where similar software development services were/are being rendered in the last three years and to whom reference may be made by the SAMRC regarding the bidder’s efficiency, technical ability, delivery, quality, compliance and value.	15		
Price					80 points
BBBEE Status Level of Contributor					20 points
TOTAL					100

5.3. The evaluation of the bids will be conducted in five (5) phases, namely:

5.3.1. Phase 1: Compliance with minimum requirements

- (a) All bids will be evaluated to ensure compliance with minimum requirements (e.g. Tax Compliance Status). Ensuring that all documents have been completed and that the compulsory specified documentation has been submitted in

accordance with the bid requirements. Bids that comply with the minimum requirements will advance to Phase 2 (where applicable) or directly to Phase 3 of the evaluation.

5.3.2. Phase 2: Local Content (where applicable)

- (a) Bids that advance to Phase 2 will be evaluated for local content. Please refer to a section labelled SBD 6.2 of this document for the applicable sectors for local content.
- (b) Bids achieving the set minimum will be regarded as having submitted a valid bid and will advance to Phase 3 of the evaluation.

5.3.3. Phase 3: Functionality

- (a) Bids that advance to Phase 3 will be evaluated by members of the bid evaluation committee (BEC) to determine compliance with the functional requirements of this bid. These bids will be evaluated according to the criteria outlined in table 1 above.
- (b) Table 2 below explains the rating guideline for the evaluation of functionality criteria:

Table 2. Rating guideline for functionality criteria

Functionality criteria Ref No.	Rating Guidelines					
	Unacceptable (U) = 0%	Poor (P) = 20%	Average (A) = 40%	Satisfactory (S) = 60%	Good (G) = 80%	Excellent (E) = 100%
1.	No proof to indicate core business, leadership and management oversight	Limited proof to indicate core business, leadership and management oversight	Average proof to indicate core business, leadership and management oversight.	Satisfactory proof to indicate core business, leadership and management oversight	Satisfactory proof to indicate core business, leadership and management oversight	Excellent proof to indicate core business, employees' numbers, leadership and management oversight, and employees' designations
2.	No information supplied.	Inadequate Software development skills in required technologies	Acceptable Software development skills in some required technologies	Satisfactory Software development skills in most required technologies	Good Software development skills in all required technologies	Excellent Software development skills in all required technologies
3.	No information supplied.	Inadequate project plan	Project plan provided lacks certain requirements to achieve the outcome	Project plan provided shows potential to achieve the outcomes	Strong Project plan provided and indicates ability to achieve the outcomes	Detailed project plan provided indicates compelling ability to achieve the desired outcomes
4.	No information provided	More than 6 months		Between 5 and 6 months		<= 4 months
5.	No references supplied	Reference(s) supplied without comprehensive	1 valid reference with comprehensive	2 valid references with comprehensive	3 valid references with	4 or more valid references with comprehensive

		information as requested	information as requested	information as requested	comprehensive information as requested	information as requested
--	--	--------------------------	--------------------------	--------------------------	--	--------------------------

NB: Where the rating guideline above does not provide for the information provided by the bidder, the evaluator reserves the right allocate closest or any score as he/she see fit.

- (c) Any proposal not meeting a minimum percentage score for functionality will be discarded and the bid will not be considered for evaluation on price and preference. In the event that no bidder complies with the minimum score, SAMRC reserves the right to select the best proposal(s)
- (d) Each BEC member shall award a symbol (converted to percentage) for each individual criterion on a score sheet. The percentage scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the points scored for the various criteria. These points should be added to obtain the total score.
- (e) The percentages of each BEC member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.
- (f) After calculation of the percentage for functionality, the prices and preference points of all bids that obtained the minimum score for functionality will be evaluated in Phases 4 and 5 in accordance with the applicable preference point system.

5.3.4. Phase 4: Price

- (a) If there is any discrepancy between words and figures, the amount in words will prevail.
- (b) The price evaluated shall include all local taxes and reimbursable expenses (where applicable), The bid with the lowest acceptable price will receive the maximum percentage allocated for price
- (c) The other proposals will receive proportionately smaller percentages based on the following formula

5.3.5. Phase 5: B-BBEE points

- (a) Relevant preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the applicable preference points system. Please refer to a section labelled SBD 4 of this document

5.4. Adjudication of bid

5.4.1. The Bid Adjudication Committee will consider the recommendations by the BEC and make the final award.

5.4.2. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

PART 6: THE BID

1. I/We hereby bid to render all or any of the services described in the attached documents to the Medical Research Council on the terms and conditions in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on terms embodied in the resulting contract.
2. I/We agree that –
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Medical Research Council during the validity period indicated and calculated from the closing time and date of the bid; unless otherwise agreed to in writing;
 - (b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the important conditions at the end of this document and preference certificate (if attached), with all of which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Medical Research Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Medical Research Council and I/we will then pay to the Medical Research Council any additional expense incurred by the Medical Research Council having either to accept any less favourable bid or, if fresh bid have to be invited, the additional expenditure incurred by the invitation of fresh bid and by the subsequent acceptance of any less favourable bid; the Medical Research Council shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Medical Research Council may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the contract will be concluded on signature of the letter of acceptance;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic at (full street address where service of documents will be accepted) in the Republic at:

.....
.....
.....
.....
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of , all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
2. Notwithstanding any Sub-contract, Co-contracting or Joint Venture entered into, I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
3. I/We declare that I/We have participation*/no participation* in the submission of any other offer for the services described in the attached documents.
4. I/We understand that you are not bound to accept the lowest or any tender or any part of any tender you may receive and that you will not defray any expenses incurred by us in tendering.

PART 7: CONTRACTOR'S QUESTIONNAIRE

- 7.1 The purpose of this questionnaire is to assist us in determining your tax status with reference to the Income Tax provisions applicable to: Individual/Sole Proprietors, Labour Brokers and Personal Service Providers.
- 7.2 Bidders must complete the applicable part only.

PART I: Individual/Sole Proprietor

[TICK APPLICABLE ANSWER]

Your name:	
1. Do you provide the following to the Medical Research Council ("SAMRC "): (i) a service with a determinable result; <i>or</i> (ii) persons? If the answer is "PERSONS", please complete PART III.. If the answer is "SERVICE", are you in possession of a signed service agreement? If "YES", please attach a copy and read on.	[Y/N] [Y/N]
2. Are you a South African resident? If your answer to this question is "NO", please answer question 2.1 below. If your answer is "YES" please continue with answer 3 below. 2.1 Are the services rendered outside South Africa? NB: If you answer "YES" to this question it is not necessary to answer any further questions.	[Y/N] [Y/N]
3. How many employees who are unconnected to you are employed on a full time basis throughout the year of assessment? (NB. The above excludes any relative of yours who is related within the 3rd degree of consanguinity). NB: If 3 or more, please proceed to question 5 which relates to the application of the common law dominant impression test. If less than 3 employees please proceed to question 4 below and complete the rest of the questionnaire.	
4. Supervision and control: • Are you contractually required to perform your work and carry out the activities for which you receive payment from SAMRC mainly (i.e. more than 50% of the time) at SAMRC premises or the premises of the person to whom the services are rendered? The "premises" of SAMRC would include its offices or any premises where SAMRC has control over the day to day running of the activities on the premises. If your answer is "YES" to the above-mentioned question, answer the remainder of this question 4. If your answer is "NO" to the above-mentioned question, please complete the questions following under 5 below. • Are your activities that are performed on SAMRC premises or the premises of the person to whom the services are rendered, supervised and/or controlled by any other person? Briefly explain below. If answer is "YES" then it is not necessary to answer further questions.	[Y/N] [Y/N]

OR
PART II: Private Company / Close Corporation / Trust

[TICK APPLICABLE ANSWER]

1.	Name of your entity?	
2.	Type of entity (i.e. whether a Company / CC / Trust)	
3.	How many employees who are unconnected to the entity are employed by the entity on a full time basis throughout the year of assessment and are engaged in providing the service? (NB. The above excludes the shareholders/members or beneficiaries of the entity, or their relatives as well as any support staff (e.g. secretaries, cleaners, etc). NB: If 3 or more, then it is not necessary to answer any further questions.	
4.	Are services rendered on behalf of the entity, rendered personally by a connected person to such company/entity (e.g. the member of the CC, shareholder of the company or beneficiary of the trust)? NB: If the answer to this question is “NO”, then it is not necessary to answer any further questions.	[Y/N]
5.	Nature of your income: Is 80% or more of the income of the entity for the current year of assessment derived directly or indirectly from any one client or likely to be derived directly or indirectly from any one client or an associated institution in relation to any one client? Please specify below. _____ _____ If your answer was “YES” to the abovementioned question, there is no need to complete the rest of this questionnaire. If your answer was “NO” to the abovementioned question please complete and sign the attached affidavit, marked “Affidavit” in the presence of a Commissioner of Oaths, who must attest your signature. If your answer is “NO” to the abovementioned question, please briefly explain below the nature of the payments received by your entity from SAMRC . _____ _____	[Y/N]

PART III: *Labour Broker*

The provision of persons to a client

1. Name of your entity? _____	
2.1 Is your entity a Company / CC / Trust? If “YES”, it is not necessary to answer any further questions. 2.2 Do you trade as a sole proprietor / individual? If the answer is “YES” please complete the questions below.	[Y/N] [Y/N]
3. Do you provide the following to SAMRC: (i) <i>a service with a determinable result;</i> or (ii) <i>persons?</i> If the answer is “SERVICE”, please complete PART I. If the answer is “PERSONS”, are you in possession of a signed service agreement? If “YES”, please attach a copy and read on.	[Y/N] [Y/N]
4. Are you in possession of a current Exemption Certificate (IRP30) from SARS? If “YES”, please attach a certified copy.	[Y/N]
5. Are you in possession of a current Tax Directive from SARS? If “YES”, please attach a copy.	[Y/N]

I declare that the information furnished in this questionnaire is true and correct and undertake to advise SAMRC within 7 days should any of the answers provided by me above change. I furthermore acknowledge that the information provided above will be used by SAMRC to determine whether payments to me will be subject to the withholding of employees’ tax.

I further acknowledge that any IRP30 certificate furnished to SAMRC is only valid for a year and that I am therefore obliged to obtain and provide SAMRC with an updated IRP30 certificate for each new tax year, failing which payments made to me will be subject to employees’ tax.

Name in block letters

Signature

“Affidavit”

AFFIDAVIT

I, the undersigned deponent,

_____ (insert full names)

declare, under oath, as follows:

1.

I am an adult person (Identity number: _____) (Insert Identity number)

residing at _____ (Insert physical address)

and director **or** member **or** trustee (select appropriate capacity)

of _____ (Insert name of legal entity either private company, close corporation or trust)

with registration number: _____ (Insert registration number of legal entity)

2.

I declare that I am duly authorized to depose to this affidavit and that the facts herein deposed are within my own personal knowledge.

3.

I declare that the legal entity described in 1 above does not receive 80% (eighty percent) or more of the total income of the legal entity for the current year of assessment directly or indirectly from any one client nor is it likely to directly or indirectly receive 80% or more of its income from any one client or an associated institution in relation to such client.

SIGNED AND SWORN TO AT _____ on this _____ day of _____
2021 by the deponent who has stated that:

He/she knows and understands the contents hereof and that it is true and correct; and

He/she has no objection to taking the prescribed oath; and

That he/she regards the prescribed oath as binding on his/her conscience.

Signed before me,

COMMISSIONER OF OATHS

FULL NAMES:

CAPACITY:

AREA:

BUSINESS ADDRESS:

Annexure A

Human Resources Employee Performance Management Review

Project Definition

1 Executive Summary

The Human Resources Department currently have a manual process to collect and record all employee performance related information. This process typically occurs twice annually during the SAMRC annual performance cycles. This implies a performance review cycle every 6 months.

2 Project Purpose

The SAMRC requires a web-based system to facilitate the collections and recording of performance evaluation documentation and other information related to the various Employee Performance Evaluation Cycles.

- The main purpose of the project is to assist the HR department in the management and recording of employee evaluation documentation and other performance related information via a central web-based system.
- The employees will be able to submit various documents and online forms as required by the HR department based on the evaluation cycle requirements.
- The management component will assist the HR department to analyse submission documentation and other information per department and per employee within a department via various reports made available for this purpose.
- The management component will also allow the HR department to set or reset statuses of completed submissions in the event of missing documentation or information. This reset would then allow the employee to add additional information to such a completed submission.
- Resubmission will then follow the predefined workflow again.

3 Project Scope

- a. The project aims to address 3 key components that will identify the online system. SAMRC will provide required HR staff data for the system. User access to be managed via windows authentication and Active Directory. A help guide will be available to assist with the completion of each required screen.
- **For the staff member:**
 - a. The ability to choose and build their own Key Result Area (KRA) form from a pre-defined list of Key Result Areas (KRA's) as setup by the HR department. (In consultation and approval from their manger)
 - b. The employee will be able to set the weighting of each KRA to a total of 100%. Refer to Appendix B for an example output.

- c. The employee will be able to add notes per KRA line applicable to the KRA chosen. Refer to Appendix B for an example output.
- d. The employee and manager will agree on the set of KRA's for the employee outside of the system.
- e. The employee rating will be agreed with the manager and finalized on the system.
- f. The ability to print out a PDF version of the compiled and approved KRA online- form. Refer to Appendix B for an example output.
- g. Workflow of completed employee submissions will follow the internal departmental reporting structures for submission to the departmental manager for final review and submission to the HR department.
 - These completed forms will be at a waiting status at the department manager's view for divisional or individual submission to HR.
- h. The ability to load previous KRA forms as a template for the current evaluation cycle. (To assist with current KRA build, use the previous KRA data and edit where applicable)
- i. The ability to upload additional documentation that is required for the particular review cycle as set by the HR Department.
- j. The ability to set the submission status as submitted which will then lock the submission cycle for that employee. This can only be unlocked by the departmental manager or the HR department for re-edits based on the status below:
 - i. The manger can unlock a status based on a request if the departmental submission has not yet been done.
 - ii. HR can unlock a status if the manager has already done the departmental submission
- k. An audit log table will record the status change per submission.

- **For the Manager**

- a. Will have the responsibility to mark the staff submissions for their division as completed for the cycle and submit to HR
- b. The manager will have the option to review incomplete submissions for their department. This will allow them to follow-up with staff outside of the system
- c. Manager required to make special comment if not all staff compliment have done submissions. Based on departmental staff total vs submission totals.
- d. This will then imply to HR that the unit submission is complete. HR will be able to set the status as completed. Based on departmental staff total vs submission totals.

- **For the Human Resources Department**

- a. The option to create an evaluation cycle with any special required information that must be submitted for the particular evaluation cycle.
- b. The ability to upload required documents for completion by staff based on an evaluation cycle.
- c. The ability to set categories for document submission by the employee per evaluation cycle.
- d. The ability to add and edit Key Result Areas (KRA's) based on either:
 - i. Job Level or Job Category
 - ii. Divisional (e.g Human resources vs Finance vs Supply Chain Departments etc.)
 - iii. Support Category or Scientific Research
- e. The ability to view submissions by departments as well as employees within a department level
- f. The ability to reopen an employees' submission status due to incomplete or incorrect documentation or information submitted.
- g. The ability to run reports based on current status of departmental submissions per employee which will allow HR to follow-up on specific outstanding submissions.
- h. HR staff and access will be governed via Active Directory access groups.
- i. Where required additional Database lookup or reference tables can be used for standard organizational information required for system workflow.

HUMAN RESOURCES: PERFORMANCE REVIEW FORM

Name & Surname:		Review period:		Department:	
KRA Weighting out of 100%		Weight (W)	Rating (R)	Score (W x R)	Max. Score (Wx5)
KEY RESULT AREAS (KRA's)					Comments:
1	KRA 1	15	5	75	75 Free text
2	KRA 2	20	5	100	100 Free text
3	KRA 3	10	3	30	50 Free text
4	KRA 4	5	5	25	25 Free text
5	KRA 5	20	4	80	100 Free text
6	KRA 6	30	4	120	150 Free text
TOTAL: (KRA'S + CO's)/number of KRA's		100		430	500
PLEASE NOTE: The total weight of KRA's and Change Objectives should add up to 100%					
FINAL SCORE:					
Total score		430	x 5	=	4.3
Total Max score		500			
1 = Unsatisfactory performance 2 = Performance needs to improve 3 = Acceptable performance 4 = Above average performance 5 = Excellent performance					
The above performance agreement has been negotiated between Manager and Employee and may only be revised by mutual consent.					
MANAGER		EMPLOYEE/TEAM MEMBER			
Signature:		Signature:			
Name & Surname:		Name & Surname:			
Date:		Date:			