



**National
Research
Foundation**

INVITATION TO BID FOR THE FOLLOWING REQUIREMENTS

SHORT DESCRIPTION OF THE REQUIREMENTS

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND CONFIGURE DISASTER RECOVERY SERVERS, STORAGE AND SOFTWARE AND TO PROVIDE MAINTENANCE, SPARES AND REPAIRS, INCLUDING TRAINING, FOR FIVE (5) YEARS

Bidder Name:		
Number:	NRF/CORP ICT/33/2021-22	
Closing Date	31 January 2022	
Closing Time:	11:00 am	
Bid Submission Address	bids@nrf.ac.za Size of the email (document): 20MB	
Bids Naming	Split documents into: 1. Technical Proposal 2. Pricing Schedule	
Compulsory Briefing Session	Date: 19 January 2022 Time: 11:00am (Attendance Confirmation from 10:30am) Zoom Link: https://zoom.us/j/94634954701?pwd=a0N1dDZYZHJabFJlby94cGo1TnNDUT09	
Enquiries are directed in writing to:		
Section	Supply Chain Management	Corporate ICT
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SECTION A. INVITATION TO BID (SBD 1A)

Bid number	NRF/CORP ICT/33/2021-22
Closing date and time	31 January 2022 @ 11:00 am

HIGH LEVEL SUMMARY OF BID REQUIREMENTS

Supply, deliver, and install a Server and SAN solution into a 47u server cabinet within the organisation's Disaster Recovery data centre situated in the Hartbeeshoek area. The solution shall consist of a physical server cluster, a storage device, all required cabling, a lockable enviro rack with power supplies, cooling, fire protection, fire detection and environmental monitoring and provide support for a period of five (5) years.

SUPPLIER INFORMATION

Name Of Bidder

Postal Address

Street Address

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

SUPPLIER INFORMATION					
Tax 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 the following questionnaire]	
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.					

SECTION B. TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

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. Bid pages are bound to minimise risk of lost pages.	
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) with its special conditions of contract, and, if applicable, any other legislative requirements.	
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.	
3. TWO ENVELOPE SYSTEM	Yes	
4. VALIDITY PERIOD FROM DATE OF CLOSURE	120 days	
5. BRIEFING SESSION OR SITE VISIT DETAILS		
Attendance:	Yes	
6. ACKNOWLEDGEMENT OF READING EACH PAGE		
The bidder warrants by signature in this document that the bidder has read and accepts each page.		
7. CENTRAL SUPPLIER DATABASE REGISTRATION		

Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.
8. CLARIFICATION
If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.
9. RESPONSE PREPARATION COSTS
The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
10. TWO ENVELOPE SYSTEM
The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase (the first envelope) as the evaluators receive the price details (the second envelope with the SBD 3 (price summary schedule and detailed supporting pricing documentation) for price evaluation after completion of the technical selection stages. An outer envelope addressed as stated in this document encloses both envelopes.
11. COLLUSION, FRAUD AND CORRUPTION
Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
12. FRONTING
The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.
13. DISCLAIMERS
The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. Where the NRF discovers departures within the Returnable Documents List, the NRF assesses these as minor and major departures:

1. The NRF classifies departures from a specified returnable document as minor where this information is presented elsewhere in the submission allowing for clarification of the minor departure, noting the following:
 - a. The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of technical evaluation scoring and price ranking. The NRF may request from the bidder these documents during the period of evaluations, but must already be submitted and assessed by the time of making the final recommendation for contract award to the Bid Adjudication Committee.
 - b. In some cases, minor departures can still lead to disqualification of the bid. The bidder protects its interest by quality assuring their bid is complete and without any mistakes.
2. The NRF classifies major departures from the returnable document as:
 - a. The departure detrimentally affects the scope, quality, or performance of the procurement set out in this document;
 - b. The departure will prevent the Evaluation Committee from evaluating the received bid against the evaluation criteria set out in this document;
 - c. The departure changes the required specifications and/or the risks and responsibilities as set out in this document; and/or
 - d. The departure affects the fair competition with other bidders if the bidder is allowed to rectify the material submitted.

A major departure disqualifies the bidder from the bid selection process. The bidder protects its interest by quality assuring their bid is complete and without any mistakes.

Stage 2 – Evaluation of Bids against Technical Specifications

Bidders achieving the specified minimum requirements in the specification to enter the Price/Preference scoring stage:

Stage 2A – Evaluation of Bids against Specifications including Quality

The NRF evaluates each bidder's written response to the specifications issued in accordance with published evaluation criteria set as in this document.

Stage 2B – Due Diligence Concept against Specifications

For the bidders that have passed Stage 2A above, the NRF may conduct a proof of concept session with these bidders where the bidders physically demonstrate their solutions deliver the specified performance and meet the specifications to qualify for the next stage.

Stage 2C – Due Diligence Research

The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s) and other due diligence to verify the bidder's assertions.

Stage 3 – Price/Preference Evaluation

Basis of fair competition:

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements including the application of fair pricing tests as set out below in the section "Insufficiency of Funds".

Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

Stage 4 – Checking Tax Compliance

Stage 4A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

Stage 4B – Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, Stage 4A applies in clearing the reason for not receiving the letter.

Stage 5 – Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

CANCELLATION OF THE BID PRIOR TO AWARD

The NRF cancels the Bid Invitation prior to making an award where

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

SBD 1 SIGNATURE
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:
CAPACITY UNDER WHICH THIS BID IS SIGNED
DATE:

INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998 as amended, establishes the National Research Foundation ("NRF") as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act (as amended) classifies the organisation as a Schedule 3A Public Entity.

INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID

Corporate ICT is responsible for both the development and compilation of IT strategy for the NRF relating to processes pertaining to areas of IT Governance, Risk Management, and Compliance as well as the management of key IT projects critical to its business.

CONTEXT OF THIS PROCUREMENT

The NRF is expanding its current SAN/Server infrastructure at our Disaster Recovery (DR) site as the current VMWARE server cluster hardware has reached the end of life. The contractor will be responsible for the installation (rack and stack) of the equipment at the NRF's site at Hartebeesthoek Radio Astronomy Observatory. The NRF Live site runs VMWARE and backups are done via VEEAM, therefore the target cluster must be VMWARE as well.

Supply and installation of :

- 1) Supply of 4 x Rack-mountable Servers, including all rails and cables as per the detailed specifications below.
- 2) Supply of SAN solution including all cabling and sundries as per the detailed specifications below.
- 3) 'Rack and Stack' all equipment.
- 4) Configure SAN STORAGE with NRF Staff.
- 1) Supply VMWARE Enterprise Plus Academic licences for the 8 sockets as per the specifications below
- 2) Supply one VCENTRE server licence.

CONTRACT PERIOD

The contract period for this bid contract is five (5) years, commencing from the date of accepted installation. The delivery period for the installation is four to six weeks from the date of contracting.

INTERDEPENDENCIES TO OTHER SYSTEMS IMPACTING THIS SPECIFICATION

The interdependencies to other systems will be fully explained in the virtual briefing session which must be attended by all bidders. The detail below summarises certain aspects:

Networking

The successful bidder must provide all networking equipment for this solution. The solution must however have 1 10GB and 1 x 1GB fibre uplink available to connect to the existing WAN Connection.

Storage

The successful bidder must provide all storage equipment for this solution.

Migration of Virtual Servers

The bidder will not assist with the migration of backup configurations or existing server backups from the current infrastructure to the newly installed hardware.

Elimination of Ambiguity

All specifications as stated in the detailed specification for the servers, SAN storage and VMware sub-sections A, B, and C below indicate the minimum requirements per component for this procurement. Bids that do not comply with these specification will not be considered. The bidder must complete schedule B of the specification to confirm that their response does meet the requirements

Network Band width

NRF has access to the TENET bandwidth of enormous width allowing 10GB throughput per port.

DETAILED SPECIFICATION FOR THE SERVERS, SAN STORAGE AND VMWARE

The installation site is at Hartebeeshoek, North West Province. The new server solution must meet the requirements of the detailed specification table listed below. The bidder must complete Schedule B of this detailed specification to ensure that the responses do meet requirements :

Detailed Specifications	<u>Schedule A</u> Minimum Specification	<u>Schedule B</u> Bidder's proposed offer Meets requirements YES/ NO (please specify)
SECTION A : HARDWARE		
1. SERVERS		
4 (Four) x servers each with:		
CPU	2 x Intel(R) Xeon(R) Processors	
Memory	1024GB RAM (32 x 32GB DDR4 DIMM Modules or better)	
Internal Storage	2 x 128GB M.2 SATA SSD	
	M.2 with Mirroring Enablement Kit	
Power	2 x Power supplies	
Network : Total of 6 Ethernet cards each 10GB Ethernet)	For Networking ONLY	
Storage Network	Must be Fibre channel, must include redundancy on each component.	
2. NETWORK		
Network Switches		
Redundant network switches	With an uplink of 1 x 10GB and 1 x 1GB fibre uplink available to connect to the existing WAN Connection	
The site currently has a 1GB WAN port which will be upgraded to 10GB this year.	The solution must have 1 x 1GB Fibre port and 1 x 10GB fibre port.	
SAN SWITCH	If the supplier's proposed solution does not require a SAN switch, i.e., the Storage is able to connect directly to the 4 servers specified then SAN switches can be omitted.	
	The solution must be scalable beyond the 4 servers and MUST provide redundant links.	

Detailed Specifications	<u>Schedule A</u> Minimum Specification	<u>Schedule B</u> Bidder's proposed offer Meets requirements YES/ NO (please specify)
3. STORAGE		
SAN STORAGE - Parts	100TB usable SAS drives	
	100TB usable in NLSAS drives	
CABINET - 1x 42u Cabinet - Extra width	Secure rack, either keycard or biometric	
	Cooling solution	
	Fire protection	
	Environmental Monitoring	
	Uninterrupted Power Supply, with standby of 5 minutes at nominal load for the proposed equipment.	
SECTION B : SOFTWARE		
4. SOFTWARE		
4 x 5-year VMWARE ENTERPRISE PLUS licences for the above servers (OEM)	VMWARE ENTERPRISE PLUS 5-year licences for the servers	
SECTION C : PROFESSIONAL SERVICES		
5. PROFESSIONAL SERVICES		
Set up Rack and stack servers and SAN.	As per manufacturer specification	
Configure of Switches, and SAN LUNs	As per manufacturer specification	
Assemble, test, and commission of Environmental Rack	As per manufacturer specification	
Update ALL firmware on all Hardware components	As per manufacturer specification	
Provide Checklist of Firmware Platforms and populated with the Latest Version for QA Purposes.	In the form of an Excel Spreadsheet. Created and agreed upon between the winning bidder and the NRF corporate IT staff	
Installation of VMWARE	In conjunction with NRF Staff	
Documentation and handover	A project plan indicating the time required to supply and install all hardware. Installation should take no longer than one month.	
Project plan	A project plan indicating the time required to supply and install all hardware. Installation should take no longer than one month.	

Detailed Specifications	Schedule A Minimum Specification	Schedule B Bidder's proposed offer Meets requirements YES/ NO (please specify)
SECTION D : ADDITIONAL REQUIREMENTS		
6. Installers Qualifications		
The bidder will ensure that they have suitably qualified human resources for the EACH of the following. The human resources listed must be involved in the formulating your response.		
A technical human resource with technical certifications relevant to the Server hardware proposed	CV and copies of his/her certificates must be supplied	
A technical human resource with technical certifications relevant to the SAN hardware proposed	CV and copies of his/her certificates must be supplied	
A technical human resource with VMWARE technical certifications.	CV and copies of his/her certificates must be supplied	
A technical human resource with technical certifications, with the required skills to install all components of the Fire suppression, Uninterrupted Power Supply, environmental Monitoring, and Enviro Rack	CV and copies of his/her certificates must be supplied	
7. Assurances and Declarations Required		
Statement of assurance the bidder proposal delivers the entire scope of requirements in section C above.	Proof of warranty must be provided	
Statement of assurance from the OEM that ALL hardware will be covered by a 5 year warranty.	Written statement of Compliance	
Statement of assurance the bidders proposal is compatible with all items listed under INTERDEPENDENCIES TO OTHER SYSTEMS / PROCESSES IMPACTING THIS SPECIFICATION as confirmed at the briefing	Written declaration	
A declaration that the bidder has a minimum of 5 years of experience in the IT Hardware market, specifically with SAN and Servers.	Written declaration	
Declaration A declaration that the bidder has a minimum of 1 years' experience in the enviro rack market.	Written declaration	

Detailed Specifications	<u>Schedule A</u> Minimum Specification	<u>Schedule B</u> Bidder's proposed offer Meets requirements YES/ NO (please specify)
8. Training		
Skills transfer during implementation:	Bidder to confirm skills transfer content (Names of NRF staff and service providers staff will be agreed at each of the sites on contract)	
9. After Sales/ Installation Service and Support		
Support and maintenance for 5 years	24 hours x 7days 4-hour response and service	
Support services provide guaranteed response times	A "work through" philosophy on critical calls, priority support, direct access to senior consultants when needed, telephone support, email support, remote support, on-site support.	
Management of Performance Levels: the performance levels:		
Firmware support:	Within 48 hours of receipt of upgrade notification	
Firmware upgrades:	Initial call response time – 4 hours; Delivery within 24 hours of the agreed delivery date stated in the issued purchase order	
SWOP OUT SAME MODEL	Initial call response time – 4 hours; Delivery within 24 hours of the agreed delivery date stated in the issued purchase order	
Repairs service (taking into account the logistics route in the purchase order instruction)	4 hours; Resolved within 24 working hours	
Firmware support:	4 hours; Resolved within 24 working hours	
Call Logging		
The NRF is advised of the status daily where service requests are logged,	Where the NRF has not responded to three requests to close the call the contracted provider closes the call.	
	The contract provider requests confirmation from the NRF to close the call	
<u>Where the bidder does not complete Schedule B of the above table, the bid will be consider as non-responsive to the requirements.</u>		

SECTION C. BID SUBMISSION PACK

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SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL bid documents for contract signing	1
Bidders must submit the above number of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The NRF with the awarded bidder sign these documents in black ink. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.	
Number of EVALUATION copies (physical documents) or secured pdf:	1 x secured pdf for technical review and 1 x secured pdf for pricing review <u>Bid responses to be sent to:</u> bids@nrf.ac.za Size of the email (document): 20MB
Bidders mark documents as “Copy for evaluation” and number all pages sequentially. Bidders mark the secured pdfs on the electronic storage medium as “Copy for evaluation”	

RETURNABLE DOCUMENTS CHECKLIST

The bidder is to complete this table and to supply the necessary page references to the supporting documentation.
A bidder failing to adequately provide any of the mandatory documents is automatically disqualified.

Legislative/Technical Documents	Compliance		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document section
Procurement Invitation (SBD 1), signed and completed.	M ☐ Yes ☐ No	Page 6-10	
Declaration of Interest with Government (SBD 4), signed and completed.	M ☐ Yes ☐ No	Page 30	
Preference Points Claimed (SBD 6.1), signed and completed.	M ☐ Yes ☐ No	Page 32-36	
Declaration of Past SCM Practices (SBD 8), signed and completed.	M ☐ Yes ☐ No	Page 37	

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document section
Certificate of Independent Bid Determination (SBD 9), signed and completed.	M	☐ Yes ☐ No	Page 38	
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	☐ Yes ☐ No	Pages 5 and 10	
Three (3) contactable references for whom the bidder has completed similar work to a satisfactory standard, within the last 5 years must be provided. References older than 5 years will not be considered. <i>References that do not speak to similar work or indicate that work completed did "meet requirements" will not be considered.</i> The preferred format for reference letters is contained on page 38-39 of 56.	M	☐ Yes ☐ No	Page 39	
Reference 1: From:				
Reference 2: From:				
Reference 3: From:				
Declaration of assurance the bidder's proposal delivers the entire scope of requirements in section C above.	M	☐ Yes ☐ No	Page 12-17	
Statement of assurance that ALL hardware will be covered by a minimum of 5 years Warranty as set out in the General Conditions section of this document.	M	☐ Yes ☐ No	Page 16	
Statement of assurance the bidder's proposal is compatible with all items listed under INTERDEPENDENCIES TO OTHER SYSTEMS / PROCESSES IMPACTING THIS SPECIFICATION above.	M	☐ Yes ☐ No	Page 13	
Data sheets of the Servers and Storage Area Network that clearly indicate the proposed options or configurations. If features are listed in the supplied datasheets which are not included in the pricing schedule the bidder must CLEARLY indicate which features are not included in the proposal and excluded from the pricing.	M	☐ Yes ☐ No	Page 14 and Page 15	
Project plan for the execution: Implementation Plan detailing the breakdown of the proposed Professional services	M	☐ Yes ☐ No	Page 15 and 16	
Written statement that the manufacturer has a minimum of 5 years' experience in the IT Hardware market	M	☐ Yes ☐ No	Manufacturer Profile	

(M – Mandatory); (O – Optional)		Submitted	Bid Section Reference	Reference to Bidder's document section
Statement that the OEM guarantees that spare parts and their upgrades/replacements, where this may occur, will be available for all hardware for the duration of the contract.		M	☐ Yes ☐ No	Page 14,15
Minimum Qualifications of the bidder	Proof that the bidder has a minimum of 5 years of experience in the IT Hardware market, specifically with SAN and Servers.	M	☐ Yes ☐ No	Company Profile
	Hardware Certifications relevant to the SAN hardware proposed of at least 1 x senior support contractor, supported by a CV	M	☐ Yes ☐ No	Page 15
	Hardware Certifications relevant to the server hardware proposed of at least 1 x senior support contractor, supported by a CV.	M	☐ Yes ☐ No	Page 15
	VMWARE Technical Certifications of at least 1 x senior support contractor, supported by a CV.	M	☐ Yes ☐ No	Page 15
	Technical resource with technical certifications, with the required skills to install all components of the Fire suppression, Uninterrupted Power Supply, environmental Monitoring and Enviro Rack supported by a CV and copies of his/her certificate	M	☐ Yes ☐ No	Page 15
Pricing Documents		Compliance		
Pricing (SBD 3) in this document completed.		M	☐ Yes ☐ No	Page 23

PRE-QUALIFICATION ELIGIBILITY CRITERIA

Pre-Qualifying Criteria	A minimum B-BBEE status level	1
Pre-Qualifying Criteria	An exempted micro enterprise (EME) or qualifying small enterprise (QSE)	EME and QSE included in the above level

A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document section
1	Verify the bidder meets each minimum requirement stipulated in the section "Minimum Qualifications of the Bidder"	☐ YES ☐ NO	Minimum Qualifications of the Bidder on page 16	
2	Verify the response meets 100% of the Interdependencies to other systems and processes as detailed in the briefing.	☐ YES ☐ NO	Compatible with existing systems as per page 13	
3	Verify the response meets 100% of the minimum hardware requirements of each specification line set out in section C sub section A of the specification section titled "DETAILED SPECIFICATION FOR THE SERVERS SAN, STORAGE AND VMWARE"	☐ YES ☐ NO	Minimum hardware specifications in section C sub section A, page 14	
4	Verify the response meets 100% the minimum software requirements of each specification line set out in section C sub section B of the specification section titled "DETAILED SPECIFICATION FOR THE SERVERS SAN, STORAGE AND VMWARE"	☐ YES ☐ NO	Minimum hardware specifications in section C sub section B, page 15	
5	Verify the response meets 100% the minimum software requirements of each specification line set out in section C sub section C of the specification section titled "DETAILED SPECIFICATION FOR THE SERVERS SAN, STORAGE AND VMWARE"	☐ YES ☐ NO	Minimum software specifications in section C sub section C, page 15	
6	Verify the response meets 100% the minimum software requirements of each specification line set out in section C sub section D of the specification section titled "DETAILED SPECIFICATION FOR THE SERVERS SAN, STORAGE AND VMWARE"	☐ YES ☐ NO	Minimum software specifications in section C sub section D, page 16	

Selection Element		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document section
7	Verify the response meets 100% minimum warranted response time requirements of each specification line set out in section C sub section A of the specification section titled "DETAILED SPECIFICATION FOR THE SERVERS SAN, STORAGE AND VMWARE"	☐ YES ☐ NO	Page 16	
8	Verify the datasheets of the Servers, SAN, SAN switches and environmental racks provided indicate clearly which features are included and which features are not included in the pricing schedule.	☐ YES ☐ NO	Page 16	
9	The bidder has provided references in one of the required formats.	☐ YES ☐ NO	Page 39	
10	Verify the Hardware Certifications relevant to the SAN hardware proposed of at least 1 x senior support contractor, supported by a CV	☐ YES ☐ NO	Page 16	
11	Verify the Hardware Certifications relevant to the server hardware proposed of at least 1 x senior support contractor, supported by a CV.	☐ YES ☐ NO	Page 16	
12	Verify the VMWARE Technical Certifications of at least 1 x senior support contractor, supported by a CV.	☐ YES ☐ NO	Page 16	
13	Verify the technical certifications and qualifications of the human resources that will be conducting the installation.	☐ YES ☐ NO	Page 16	
14	Verify the draft high level project plan demonstrated the breakdown of the professional services required to meet the installation time frame set out in the specification	☐ YES ☐ NO	Page 15	
15	Verify the proof that the vendor has 5 years' experience in the SAN / Server hardware market and 1 year in the Environmental rack	☐ YES ☐ NO	References	

SBD 3.1: PRICING CONDITIONS

Pricing Special Conditions

1	Pricing Schedule: In terms of <u>General Conditions of contract clause 17.1</u>, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:
2	Licences over the Contract Period: The NRF requires all licences for the solution are priced and detailed in the detail price support document. The NRF may require further licences during the current period. The actual quantity being determined annually and when such licences are needed within the annual renewal cycle. For bidding purposes and to establish the contract ceiling price, the NRF requires bidders to include all licences potentially required to provide the security output of their specified solution during the contract period. The NRF states that reason for estimation is due to (a) future operational requirements for which quantities and timing are not yet known at the date of bid and (b) future threats unknown at the time of the bid.
3	Placement of written purchase orders: The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.
4	Contract Ceiling Price: The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only. The NRF manages the contract within the contract ceiling price by paying only for the verified deliveries/performances in terms of the clauses of this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
5	Price Adjustments: In terms of <u>General Conditions of Contract clause 17.1</u>, the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u>. <u>Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.</u>
5A	- Hardware and software licences – these are priced per each licence required in the solution to deliver its protection. - The NRF selects those licences it requires or de-selects licences it does not require as needed during the contract at each annual licence renewal.
5B	Detail Pricing Support: Detailed information providing clarity to the pricing stated on the SBD 3 allowing precise price analysis can be provided as an annexure on condition that the reference to such annexure is stated in the bidder's SBD 3.
6	<u>Price quoted</u> is South African Rands in terms of General Conditions of contract clause 16.4
7	<u>Price Quotation Basis</u> Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. <u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.

SBD 3.1: PRICING CONDITIONS

Delivery points are:

HartRAO Farm 502 JQ Hartebeesthoek, Broedestroom Road Hartebeeshoek, 1740

8 Application of Preference Points: Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

	QTY	DESCRIPTION/ (Reference to specific specification)	UNIT MEASURE	OF	UNIT PRICE	TOTAL PRICE
Year 1						
1a	4	Rack Mount Servers – Specifications as per Section C Subsection A above.	Per Server			
1b	2	Fibre Channel Switches - Specifications as per Section C Subsection A above.	As per solution			
1c	1	2 Tier San – Specification as per Section C Subsection A above	As required by the solution			
2	1	Configuration of solution (Rack and Stack)	Once off			
3		VMWARE Professional Plus 5yr and Vcentre Licence – Specifications as per Section C Subsection B above.	Per licence as required by the solution			
4		Fire suppression	Solution			
5		Uninterrupted Power Supply	Solution			
6		environmental Monitoring	Solution			
7		Enviro Rack	Solution			
8		Training	Per Solution			
Year 2						
4	1	Renewal of any software licences– Detail schedule of each licence required with the solution with price to be attached to this pricing document	Per licence as required by the solution			
	1	Preventive Maintenance of Fire suppression, UPS, Environmental Rack and UPS	Solution			
Year 3						
5	1	Renewal of any software licences– Detail	Per licence as			

	QTY	DESCRIPTION/ (Reference to specific specification)	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
		schedule of each licence required with the solution with the price to be attached to this pricing document	required by the solution		
	1	Preventive Maintenance of Fire suppression, UPS, Environmental Rack and UPS	Solution		
	2	Optional expansion of the Rack Mount Servers. NOTE: This will only be procured in year 3 and only if the NRF requires expansion.	Per Server		
	1	Optional expansion of the Storage Solution 50TB of SAS storage. NOTE: This will only be procured in year 3 and only if the NRF requires expansion.			
Year 4					
6	1	Renewal of any software licences– Detail schedule of each licence required with the solution with price to be attached to this pricing document	Per licence as required by the solution		
	1	Preventive Maintenance of Fire suppression, UPS, Environmental Rack and UPS	Solution		
Year 5					
7	1	Renewal of any software licences– Detail schedule of each licence required with the solution with price to be attached to this pricing document	Per licence as required by the solution		
Total Cost is determined by multiplying quantity by unit price for all line items					
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)				R	
				R	

SPECIAL CONDITIONS OF CONTRACT

(AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION).

2 Implementation Planning and Project Management

The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearly the commence date and completion date of each stage of the implementation.

PROJECT PLANNING

The appointed provider and the NRF contract manager, at the initial contract meeting, review the draft project plan submitted with reference to the sections for preparation, installation of the new hardware, stress testing,

SPECIAL CONDITIONS OF CONTRACT

training, initial issues resolution period after installation, final handover, and skills transfer.

The NRF contract manager provides an update of the maximum project time for each section.

The NRF contract manager provides the dates and timing for the exchange of hardware

The appointed provider and the NRF contract manager sign to the revised project plan.

Checklist of the Firmware Platforms and populated with the Latest Version for QA Purposes in the form of an Excel Spreadsheet. Format of this sheet will be created and agreed upon between the appointed provider and the NRF corporate IT staff.

The appointed provider will in conjunction with NRF Staff develop a QA document where all relevant High Availability and redundancy tests will be carried out, documented, and verified for all equipment part of this solution

PROJECT MANAGEMENT

The NRF project team and the appointed provider's project team together manage the project plan with special reference to the execution risks.

DEDICATED SUPPORT MANAGER

The name and contact details of the support manager managing the contract once the hardware is installed.

3 Performance verification

In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

Further verification steps are set out below for Implementation:

- Skills transfer during implementation: Names of NRF staff and providers staff when at each of the sites
- Formalised administrators training: Training handbook covering each aspect of the solution.
- Critical planning check: Date new equipment ready for exchange, date of removal of new equipment and installation of new equipment
- Installation: Date and time new equipment took over the fire wall, stress testing results, performance stress test results, all administrators on the system test
- Quality assurance utilising the checklist of the Firmware Platforms
- Configuration of SAN (LUNs, paths etc.) in conjunction with NRF staff
- Installation of VMWARE, In conjunction with NRF Staff
- Documentation and handover
- The bidder will not assist with the migration of virtual servers from the current infrastructure to the newly installed hardware.
- Quality assure, utilising the developed QA document, all relevant High Availability and redundancy tests has been carried out, documented and verified for all equipment of the solution.
- Verification of installation: one month with NRF staff (skills transfer) verifying hardware is operating to specifications proven by incident logs, issue logs, and any other verification steps as agreed at the

SPECIAL CONDITIONS OF CONTRACT

planning meeting

- Hand over: Per procedure agreed to by all parties at the initial meeting
- Engagement/development planning: name of the NRF staff and date development occurred

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

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

4 **5-year 24 hour x 7days 4-hour response and service**

The bidder warrants that it delivers a 24 hour 7 days, 4 hour response service for the following:

- a. 4 x Rack Mount Servers with all their components
- b. 2 x Fibre Channel SAN Switches with all their components (if required)
- c. 2 Tier Storage (SSD / SAS / Near Line SAS with all their components

Support services provide guarantee response times, a “work through” philosophy on critical calls, priority support, direct access to senior consultants when needed, telephone support, email support, remote support, on-site support.

The NRF specifies the following response services as set out below and, for each, specifies in the section “Management of Performance Levels: the performance levels with their penalties:

Firmware support:	4 hours; Resolved within 24 working hours
Firmware upgrades:	Within 48 hours of receipt of upgrade notification
SWOP OUT SAME MODEL	Initial call response time – 4 hours; Delivery within 24 hours of the agreed delivery date stated in the issued purchase order
Repairs service (taking into account the logistics route in the purchase order instruction)	Initial call response time – 4 hours; Delivery within 24 hours of the agreed delivery date stated in the issued purchase order

Where service requests are logged, the NRF is advised of the status daily and the contract provider requests confirmation from the NRF to close the call unless where the NRF has not responded to three requests to close the call the contracted provider closes the call.

6 **Software Maintenance Service**

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

SPECIAL CONDITIONS OF CONTRACT

- | | |
|---|--|
| 7 | <p><u>Contracted Party Due Diligence:</u> The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p> |
| 8 | <p><u>Communication:</u> The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.</p> |
| 9 | <p><u>Occupational Health and Safety when working on NRF sites:</u> All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.</p> <p>Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.</p> <p>The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.</p> <p>To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.</p> <p>The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.</p> <p>The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party’s team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party’s health and safety file.</p> |

MANAGEMENT OF PERFORMANCE LEVELS

- | | |
|----|---|
| 1. | The Performance Levels are in the table below. |
| 2. | The NRF measures the contracted bidder’s performance against these in the execution of the contract. |
| 3. | The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder’s failure to meet any performance level is not susceptible to precise determination. |

MANAGEMENT OF PERFORMANCE LEVELS

4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
5. If the contracted bidder fails to meet any performance level:
 - the contracted bidder shall investigate and report on the root causes of the performance level failure;
 - promptly correct the failure and begin meeting the set performance levels;
 - advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
 - take appropriate preventive measures to prevent the recurrence of the performance level failure.
6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Delivery of the specified procurement	Per the agreed verification steps	Penalty – replacement of failed parts and transport cost paid by contractor plus 5% of the specific invoice value
Agreed delivery schedule met	Delivery delay exceeding 5 working days from the delivery date set in the placed purchase order for the particular stage	Penalty – 4% of the specific invoice value and a further 4% will be deducted for every further 5 day period beyond the delivery date
Installation time and delivery	Meets the agreed deadline as per the initial meeting and that the hardware is up excluding stress testing and the “hand over/skills transfer period”	Penalty – 10% of the total invoice value
Software support	Initial call response time – 4 hours; Resolved within 24 working hours	Where 4 hours are exceeded, the penalty is 5% of the original invoice value. Where not resolved within 24 hours, the penalty is 5% for each day of no response, increasing by 5% per day thereafter
Software upgrades	Within 48 hours of receipt of upgrade notification	Where 48 hours exceeded, the penalty is 5% of the original invoice value for each day of no response

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Swop out for the same model	Initial call response time – 4 hours; Delivery within 24 hours of the agreed delivery date stated in the issued purchase order	Where 4 hours exceeded, the penalty is 5% of the original invoice value for each day late increasing by 5% per day thereafter
Repairs service (taking into account the logistics route in the purchase order instruction)	Initial call response time – 4 hours; Delivery within 24 hours of the agreed delivery date stated in the issued purchase order	Where 4 hours exceeded, the penalty is 5% of the original invoice value for each day late increasing by 5% per day thereafter

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning 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); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of provinces; or Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

The Bidder is employed by the State; and/or

The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of	

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	
company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
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 a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	☐ Yes ☐ No
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:	
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
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	☐ Yes ☐ No
If so, furnish particulars as an attached schedule	
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
If so, furnish particulars as an attached schedule.	

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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
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If so, furnish particulars as an attached schedule:

PREFERENCE POINTS CLAIMED (SBD 6.1)

Preference points claim form for broad-based black economic empowerment (B-BBEE) status level of contribution in terms of the preferential procurement regulations 2017

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.

3) GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

- i. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- ii. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor

The maximum points for this bid are allocated as follows:	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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.

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

- **DEFINITIONS**

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

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

“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the

PREFERENCE POINTS CLAIMED (SBD 6.1)

provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

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

“Functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

“prices” includes all applicable taxes less all unconditional discounts;

“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;

“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;

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

14. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 80/20 & & \text{or} & & 90/10 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & \text{or} & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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

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

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

PREFERENCE POINTS CLAIMED (SBD 6.1)

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

16. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 6.1 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.

17. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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 least 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		

PREFERENCE POINTS CLAIMED (SBD 6.1)

18. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of 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:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –

PREFERENCE POINTS CLAIMED (SBD 6.1)

- (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.

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

1. Has been requested to submit a Bid in response to this Bid invitation;
2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

1. Prices;
2. Geographical area where product or service will be rendered (market allocation);
3. Methods, factors or formulas used to calculate prices;
4. The intention or decision to submit or not to submit, a Bid;
5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
6. Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

REFERENCE LETTER FORMAT

Referee Letterhead

<u>Referee Legal Name:</u>			
<u>REFERENCE ON COMPANY:</u>			
Bid Number:			
Bid Description APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND CONFIGURE DISASTER RECOVERY SERVERS, STORAGE AND SOFTWARE AND PROVIDE SUPPORT FOR FIVE (5) YEARS.			
Describe the service/work the above bidder provide to you below			
Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Response times to call outs			
Response times to calls logged for hardware repairs			
Satisfaction with work done			
Response times for swop out of components			
Latest version of hardware/software proposed.			
Project management			
Project delivered on time			
Project delays or unforeseen circumstances addressed promptly with resources to meet agreed project completion deadline			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions, Special Conditions specific to this bid contract not part of the General Conditions of Contract, and which General Conditions of Contract (GCC) are not applicable to this contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

GCC1	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” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	“Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	“Day” means calendar day.
1.8	“Delivery” means delivery in compliance of the conditions of the contract or order.

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1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand..
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site" , where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the

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	supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract 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.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	No additional standards required.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property Intellectual property are creations of the mind, such as inventions; literary and artistic works; designs;

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).

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

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

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

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

SCC5B

Confidentiality

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

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

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

- Disclose the confidential information to any third party, or
- 9. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

- Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
- Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

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

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

The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming,

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	either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC5C	Protection of Private Information The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7A	No performance security is required.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no

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	mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Stress testing and handover tests as specified in section 2 of the Special Conditions and additional tests as agreed at the contract initial meeting.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	No additional requirements for this bid
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.

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SCC10	Full technical manuals on the firmware and the software elements of the solution.
GCC11	Insurance
11.1	The goods supplied under the contract are 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.
SCC11A	NRF assets in the custody of the contractor are insured for the value of the replacement value of the asset
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC12	No additional requirements for this bid.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including the additional services specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.3 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties as stated below in SCC13.1A, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.4 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
SCC13.1A	Clause 13.1.3 – The period of time for Clause 13.1.3 is sixty (60) months.
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.
SCC13A	Additional requirements to the above are specified below: By nature of the cyber threat environment, the following services apply for the full duration of the contract: • The supplier may be required to provide additional servers or storage to expand the system at a later date when required. • Firmware updates as per the OEM not included in the licence agreement • Software updates as per the OEM not included in the licence agreement • Firmware and software additions to the solutions dictated by new threats unknown at the date of the bid

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	• VMWARE Enterprise Plus (academic) with a 3-year licence and maintenance agreement • 2nd Level technical support: a. Unused hours ordered on the purchase orders rolled over to the following month. b. Unused hours ordered on the purchase orders at the end of each year roll over to the next year. c. Actual used hours are only invoiced. d. Unused hours ordered on the purchase orders expire at the expiry date of the contract. • All incidental services to maintain the hardware providing optimum protection to the NRF
SCC13B	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
SCC13C	The NRF does not include the cost of incidental goods or services in the bid price as these are contingent on future events that are not determinable at the date of the issue of this bid contract.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC14.1A	As stated in Clause 14.1, the supplier is required to make available any or all of the materials, notifications, and information pertaining to the following spare parts: • The parts requiring replacement are supplied under the “Hot Swop” defined as the new part is available on site before the old or damaged part is removed from the hardware solution. • The new “swopped-in” part has as a minimum the same performance as the “swopped-out” part enabling the solution to provide the specified level of performance.
SCC14.1B	The supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time the list is amended, updated or re-priced
SCC14.1C	The supplier holds or has available adequate supplies of spare parts to enable delivery upon receipt of the spares purchase order issued under this GCC and its SCC within the time frame stipulated in the Management of Performance Levels section.
SCC14.1D	Prices for spare parts charged by supplier not included in this contract’s initial price schedule (SBD 3.1) shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other

GENERAL CONDITIONS OF CONTRACT	
	parties by the supplier for these spares. The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
SCC15.2A	The warranty period in Clause 15.2 for delivery or performance that has been accepted by the NRF at the final destination indicated in the contract shall not read as stated in Clause 15.2, rather shall read as <u>sixty (60) months from date of signed handover of the installation.</u>
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.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16.1A	Payment terms are as follows: As set out in SCC16.3A
SCC16.2A	Clause 16.2 is met only where the invoice is accompanied by NRF agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

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SCC16.3A	The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16.2A.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC17	Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, and spare parts.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of

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	penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
SCC23.2A	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.
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 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.

GENERAL CONDITIONS OF CONTRACT	
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: 23.6.1 The name and address of the supplier and / or person restricted by the purchaser; 23.6.2 The date of commencement of the restriction 23.6.3 The period of restriction; and 23.6.4 The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier

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	shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law

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30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, licence 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
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABs standard	
Declaration of Interest (SBD4)	Independent Price Determination (SBD 9)
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate.	
Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

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

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2 (if applicable), SBD 8, SBD 9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
WITNESS 1	
NAME	

BID SUBMISSION CERTIFICATE FORM - (SBD 1)	
SIGNATURE	
WITNESS 2	
NAME	
SIGNATURE	
DATE	