



**National
Research
Foundation**

INVITATION TO BID

Appointment of a service provider for the supply, delivery, and installation of Information and Communication Technology (ICT) equipment for the South African Polar Research Infrastructure (SAPRI) in Cape Town

ATTENTION – FRAUD ALERT!!!!!!!

The NRF and its employees never offer payment or any other consideration in return for the favourable consideration of a bid.

DO NOT FALL FOR IT, IT IS A SCAM!

Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

Bidder Name:	
Bid Number:	NRF/SAEON/SAPRI/29/2024-25
Compulsory Briefing Session:	Yes
Date:	18 October 2024
Time:	11:00 AM
Meeting Link:	Video call link: https://meet.google.com/cye-hbki-son
Closing Date:	04 November 2024
Closing Time:	11 :00 AM
Validity period	90 Days
Electronic Bid Submission Email Address	Size of the email (document): 20MB tenders@saeon.nrf.ac.za
Bid Document Naming	Document split into two pdf/zip folders titled with the Bid Number and Bidder's Name, Split documents into: 1.Technical Proposal 2. Pricing Schedule (SBD3.2)
Enquiries are directed in writing to:	
Section	Supply Chain Management
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INTRODUCTION AND BID METHODOLOGY

INTRODUCTION TO THE NRF

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

BACKGROUND TO SAPRI

The South African Polar Research Infrastructure (SAPRI) is a Department of Science and Innovation (DSI) funded Research Infrastructure established under the South African Research Infrastructure Roadmap (SARIR) Initiative.

The SAPRI comprises four Integrated Facilities (IFs) managing the procurement, maintenance, and provisioning of key research infrastructure to the wider marine and polar research community for undertaking cutting-edge projects in the oceanic (including benthic and marginal sea ice zone), atmospheric, and terrestrial space.

The SAPRI is managed by the South African Environmental Observation Network (SAEON), an entity of the NRF.

THE NEED FOR THIS PROCUREMENT WITHIN SAPRI

The objective of this bid is to procure and implement an information and communication technology (ICT) infrastructure to support SAPRI's immediate data storage, hosting, and web service requirements. SAPRI is a new Research Infrastructure and is in the process of assessing stakeholders' data requirements, which will be done on a continuous basis. This bid is for an initial starting point; as SAPRI grows, infrastructure will need to be expanded. The initial solution will therefore need to be scalable to accommodate SAPRI's anticipated growth.

THE BID PREPARATION

Clarification

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

SAEON provides a response (including an explanation of the query, but without identifying the source of the query) to all prospective, identifiable bidders who have registered at the above email address within 2 working days of receipt of the query. SAEON may publish the clarification notes under the published bid on the respective electronic sites. SAEON does not provide the origin of the request to any party.

Response preparation costs

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

Counter proposals

No counter proposals or variations are accepted.

Two envelope system

SAEON, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two electronic folders. The first folder shall contain the technical and compliance response and the second shall contain only the pricing response. Bidders must ensure that they do not indicate any financial information in the first folder.

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

- First Folder part A: Bid Forms and Compliance Response
- First Folder part B: Technical Response (response to scope of work)
- Second Folder: Financial quote

Central Supplier Database registration

The NRF, as the legal entity, is allowed legally to contract with suppliers/service providers registered on the National Treasury's Central Supplier Database (CSD). The bidders must include their Master Registration Number (Supplier Number) from the CSD in their submissions. SAEON utilises the bidders' Master Registration Number to conduct due diligence (registration, directors, and tax compliance) through the Central Supplier Database in conjunction with the bidders' submitted SBD 1 (page 40 to 41) as part of the due diligence pre-award process.

Collusion, fraud and corruption

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

Fronting (Hiding Beneficial Ownership)

NRF condemns any form of fronting/hidden beneficial ownership especially where defeating real empowerment through not conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. SAEON's evaluation committee will conduct or initiate enquiries to determine the accuracy of bidders' representations. Should SAEON suspect any form of fronting, the respective bidder is given 7 days from date of notification to provide evidence that such fronting does not exist. SAEON, upon confirmation of fronting, will invalidate the bid or any contracts entered into with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SAEON may have against such a bidder.

Disclaimers

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

Bidders are responsible for their own preparation due diligence.

General definitions

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

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

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

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

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

"NRF" means the National Research Foundation and it is used interchangeable with its business units managing the contract being South African Environmental Observation Network (SAEON)

THE BIDDER SELECTION METHOD

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

Responsive to submission requirements

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

Meeting technical specifications

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

Due Diligence

Bids that fail due diligence are disqualified i.e. contacting the references to verify truthfulness of the given references, tax compliant, and may conduct interviews with bidders to clarify their bid submission.

Stage 2 – Pricing Evaluation

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

SAEON has selected the 80:20 points Price: Preference framework for this bid

SAEON's evaluation committee verifies validity of the preference points claimed for societal goals in terms of PPPFA section 2(1e) set out in the SBD6.1 (pages 46-51) and, where verified, add these points to the price ranking points of the bid.

Stage 3 – Award and Contract Signing

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

Cancellation of the bid prior to award

NRF reserves the right to cancel this bid invitation prior to making an award where:

- 1) Due to changed circumstances, there is no longer a need for this procurement, or
- 2) No bids meet the required specifications, or
- 3) The bidding procedure listed in this bid document contravenes the Promotion of Administrative Justice Act, Act 3 of 2000; or
- 4) Where the price is too low/high in comparison to the market price range determined by SAEON or the budget allocated by SAEON to this procurement.

CONTRACT PART A – REQUIREMENTS

CONTRACT OBJECTIVE

The objective of this contract is manage the procurement and implementation of information and communication technology (ICT) infrastructure solution supporting SAPRI's data storage, hosting and web service requirements

SCALABLE STRATEGY

The contract's strategy is to procure and implement an initial ICT infrastructure solution to support SAPRI's immediate data storage, hosting and web service requirements.

The anticipated growth requirements are not known at this initial implementation and, if ascertained in the future. The same applies to incidental services (see GCC13 on page 22) and spares (see GCC14 on page 23).

COST-EFFECTIVENESS AND FLEXIBILITY

To ensure cost-effectiveness and flexibility, all software components of this solution will be open source.

INTERDEPENDENCIES TO OTHER SYSTEMS

The proposed infrastructure will include temporary backup functionality to SAEON's data centre at the National Research Foundation (NRF), providing a secure offsite repository for SAPRI's critical data.

SERVICES SPECIFICATION

The procured hardware must have a minimum of five-year onsite next business day warranty to guarantee long term reliability and performance.

The procured hardware, where stated below, must have the Endpoint Software solution installed with a five-year Software subscription and support. The detail specifications below state whether the solution is a Managed Endpoint solution.

Standard product warranty applies as stated in GCC15 on page 24-25 is five years.

REQUIREMENTS OF THE IMPLEMENTATION

Supply, delivery and installation of Information Technology (IT) Infrastructure to the 8th Floor, The Towers, Corner, Hertzog Blvd, Foreshore, Cape Town, 8001, accessible via a goods lift, including:

- 1) Two (2) x 24 SFP28 port switches;

- 2) Three (3) x servers
- 3) One (1) x 24bay SFF FC storage controller; and
- 4) One (1) x 60 bay LFF storage.

Elimination of Ambiguity

All specifications indicate a minimum per component.

The detail specification of the above are as follows:

2x Switches with the following specifications each:

- 2 x 1U 24p SFP28 with 2X QSFP Minimum.
- 24 x SFP28 ports Minimum
- 2 x 40G QSFP ports Minimum
- 2 x redundant, hot-swappable power supplies
- 800Gb/s network Passthrough
- SNMP support
- Web based GUI management
- Rack Mounting Kits
- 1 x Essential service: 5-year 24/7 Next Business Day response
- 2 x QSFP+ 1M direct attach copper (DAC) cables
- 24 x 10G SFP 3M direct attach copper (DAC) cables

3x Servers Chassis Similar or better to Think System SR650 with the following specifications each:

- 2 x Intel Xeon Gold 6226R 16C 150W 2.9GHz Processor
- 6 x 64GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM
- 1 x Select Storage devices - no configured RAID required
- 1 x M.2 with Mirroring Enablement Kit
- 2 x M.2 128GB SATA 6Gbps Non-Hot Swap SSD
- 1 x 10Gb 4-port SFP+ LOM
- 1 x 2 PORT 16GB FC CARD

- 2 x 1000W (230V) Platinum Hot-Swap Power Supply
- 2 x 2.8m, 13A/100-250V, C13 to C14 Jumper Cord
- 1 x Toolless Slide Rail
- 1 x 2U left EIA Latch Standard
- 1 x Enable IPMI-over-LAN
- 1 x Essential Service - 5Yr 24x7 Next Business Day service
- 1 x Endpoint w/5 Yr. SW Software subscription and Support
- 1 x Managed Endpoint w/5 Yr. SW Software subscription and Support
- 1 x 1 x Enterprise class controller equivalent to Xclarity Controller Enterprise with the following features:
 - RAS
 - Boot Capture
 - Remote Presence
 - Mounting of local client ISO/IMG files
 - Quality/Bandwidth Control
 - Virtual Media mounting of remote ISO/IMG files via HTTPS, SFTP, CIFS, and NFS
 - Power Management
 - System Performance metrics
 - including all relevant licenses

1x 2U24 Chassis similar or better to Think System DE4000H SFF with the following specification:

- 2 x Controller 32GB
- 2 x 4 port 16Gb Fibre Channel SFP+
- 12 x 16Gb FC Modules
- 6 x 1m FC cables
- 24 x 2.4TB 2.5" SATA 6Gb/s Enterprise Drives
- 1 x Storage USB Cable, Micro-USB
- 2 x 1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable
- 1 x Storage Rack Mount Kit 2U24/4U60

- 1 x Essential Service - 5Yr 24x7 Next Business Day response
- 1 x Endpoint w/5 Yr. Software subscription and Support
- 1 x Managed Endpoint w/5 Yr. SW Software subscription and Support

1 x 60 Bay SFF Chassis similar or better to Think System DE4000h 4U60 LFF with the following specifications:

- 60 x 18TB 3.5" SATA drives
- 2 x Power supplies
- 4 x 0.5m External MiniSAS HD 8644/MiniSAS HD 8644 Cable
- 2 x 1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable
- 1 x Storage Rack Mount Kit 2U12
- 1 x Essential Service - 5Yr 24x7 Next Business Day response

INSTALLATION:

The following professional services are required for all hardware

- Rack stack (installation) of hardware into existing racks
 - Cables to be neatly routed and strapped or cable tied
 - Firmware updates on all new hardware

DELIVERY ADDRESS:

Cape Town Office (Ulwazi Node):
8th Floor, The Towers South
Corner, Hertzog Blvd, Foreshore,
Cape Town,
8001

BIDDER QUALIFICATION TO PERFORM THE CONTRACT

Each bidder must provide full portfolio of evidence to allow SAEON's evaluation committee to assess the bidders' qualifications to execute the contract, to proceed to the price competition and awarding stages.

Ability to execute the contract:

- Bidders must provide the requisite documents in detail that substantiate their responses to the specifications on page
- Statement of assurance that the bidder's proposal delivers the entire scope of requirements listed in detailed specification above.
- Statement of assurance that ALL hardware will be covered by a 5-year warranty as per the GCC.
- Statement of assurance that the bidder's proposal is compatible with all items listed under Interdependencies to other systems on page 7
- The bidder has provided three or more reference letters, using the template on page 54-55 or a reference letter from their clients with a minimum score per line of "meets requirements" or higher, from customers to whom the bidder has provided a similar service.
- Bidder provides proof of managing an onsite next business day warranty solution

Background to the bidder bidding:

- The bidder must provide a company profile of who they are and what they provide.
- The bidder must submit schedule detailing the bidder's experience.

Ethical Requirements

- The bidder must confirm that there are no interests with the NRF, has clean business practices, have not been disbarred, and has determined its bid independently from others as reflected on its submitted SBD 4 (Pages 42-45).

Beneficial Ownership

- The bidder provides its legal detail on the SBD1 form in this document with the attached CSD report. (Pages 40-41).

Price Submission Administration

- The submitted SBD3.2 (page 37-38) is in a separate electronic folder; password protected.
- The submitted SBD3.2 has detail schedules to allow the SAEON's Evaluation Committee to assess the completeness of the line item pricing

CONTRACT PERIOD

This is a once off supply, delivery and installation.

CONTRACT MANAGEMENT

1 Contract Manager

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

2 Service Provider's Contract Manager

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

3 Contract Communication

3.1 SAEON communicates in writing including through email.

3.2 SAEON maintains all contract documentation, and communications and correspondence, etc. for record purposes.

3.3 SAEON allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the service provider of these numbers. SAEON will require any communication to contain the contract number.

4 Timing of communication

4.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

4.1.1 hand delivered – on the day of delivery;

4.1.2 registered mail – five (5) working days after mailing;

4.1.3 email – one (1) working day after it has been sent

5 Managing service levels

5.1 Establishment of agreed service levels

5.1.1 Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.

5.2 Variations to agreed service levels

5.2.1 Where both parties agree to variation of these, both parties sign the revision that is appended to this contract document

5.3 Measurement, monitoring, and correction of under-performance

5.3.1 The contracted service provider and SAEON's contract manager measure delivered performance against these performance levels.

5.3.2 Where poor performance has been identified, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.

5.3.3 Both parties will assess the applicability of penalties to the incurred poor performance and apply these.

5.4 Escalation

5.4.1 Where under performance is not addressed promptly, the SAEON contract manager will escalate the matter to the CEO of the contracted service provider for corrective action.

5.5 The service performance levels are:

Service Level	Performance Standard	Target
Delivery of the specified goods	Both parties jointly check and confirm specifications are met using catalogue or quality certificate provided by the supplier.	IT infrastructure as per specifications detailed on page 7 to 10
Timeous delivery of requested items	Delivery should not exceed 30 working days from the updated delivery date determined by the manufacturer (subject to availability of the IT infrastructure) when the purchase order is sent.	Delivery of IT infrastructure following the issuing of a purchase order.
Installation	Installation should not exceed 14 working days from agreed-upon installation dates	Meets the agreed deadline as per the initial meeting and that the hardware is up.
Onsite next business day warranty	Hot swap out in the next business day after notification	Zero down time and data losses

4.2 Penalties

Service Level	Consequences or remedies
Delivery of the specified goods	Penalty – replacement of incorrect items and transport cost paid by the service provider
Timeous delivery of requested items	Penalty – 5% of invoice value will be deducted if delivery time exceeds 30 working days as agreed upon. Ref to GCC22

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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 provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.20 "Project site", where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- GCC2 Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- GCC 3 General
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.
- GCC 4 Standards
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- GCC 5 Use of contract documents and information

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

SCC5A Copyright and Intellectual Property

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

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

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

All background intellectual property (existing prior to this contract) vests 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

SCC5B Confidentiality

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

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates who 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;
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract; or
- The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

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

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

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

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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

SCC5C Copyright and Intellectual Property

The third-party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.

GCC6 Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

GCC7 Performance security

7.1 Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

7.3.2 cashier's or certified cheque.

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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.
- GCC10 Delivery and Documentation
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents submitted by the supplier specified in SCC.
- GCC11 Insurance
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- SCC The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
- GCC12 Transportation
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- GCC13 Incidental services
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

SCC Special conditions are stated under the Contract Part A.

The service is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.

GCC14 Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

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

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

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

SCC Special conditions are stated under the Contract Part A.

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

GCC15 Warranty

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
- SCC Special conditions are stated under the Contract Part A.
- SCC15A 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 sixty (60) months from date of signed handover of the installation.
- 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- SCC Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract.
- GCC17 Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- SCC Special conditions stated in Contract Part B
- GCC18 Contract amendment
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- GCC19 Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- GCC20 Subcontract
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
- GCC21 Delays in supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- GCC22 Penalties
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- GCC23 Termination for default
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2 the date of commencement of the restriction;
 - 23.6.3 the period of restriction; and
 - 23.6.4 the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- GCC24 Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- GCC25 Force Majeure
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
- GCC26 Termination for insolvency

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- GCC30 Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- GCC31 Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
- GCC32 Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
- GCC33 National Industrial Participation Programme
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- GCC34 Prohibition of restrictive practices
- 34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is 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).

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Decision Criteria	Decision Scheme	Bid Section Reference
(All criteria are weighted equal to each other)					
Signed SBD 4 Bidder's disclosures		Mandatory	Bidder has no poor performance on contracts	YES/NO	Pages 42-45
			Bidder is not disbarred, did not collude, or do any unethical practises	YES/NO	
Signed SBD 6.1		Mandatory	Has the bidder provided the evidence to substantiate meeting the set specific goals	YES/NO	Pages 46-51
A valid B-BBEE certificate or sworn affidavit		Optional	Bidder's disclosure affidavit signed by directors/owners	YES/NO	Pages 46-51
Signed SBD 3.2		Mandatory	Has the bidder completed the price schedule correctly	YES/NO	Pages 37-38
			Does the bidder's detail price schedule show all components included and costed?	YES/NO	

Document description	Reference to bidder's document	Weight	Decision Criteria	Decision Scheme	Bid Section Reference
			Is the detail price schedules in accordance with the specifications	YES/NO	
3 x Reference letter		Mandatory	Does the bidder's references demonstrate the bidder can perform the contract work?	YES/NO	Page 7 to 10 & Annexure 1 on page 53
			The bidder references meet the "Minimum requirements" as set out in the reference letter template	YES/NO	
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1? Has the bidder provided the CSD report?	YES/NO	Pages 40-41
			Does the due diligence prove the data in the SBD 1 is correct?	YES/NO	

Document description	Reference to bidder's document	Weight	Decision Criteria	Decision Scheme	Bid Section Reference
Evidence portfolio supporting meeting the Specifications		Mandatory	Verify the response meets 100% of the minimum hardware requirements of each specification line set out in "REQUIREMENTS OF THE INITIAL IMPLEMENTATION "	YES/NO	Page 7 to 10
Data Sheets		Mandatory	Verify the data sheets of the Servers, Storage and Switches provided indicate clearly which features are included and which features are not included in the pricing schedule and clearly indicate which features meet the minimum specification set out in "REQUIREMENTS OF THE INITIAL IMPLEMENTATION "	YES/NO	Page 7 to 10

Document description	Reference to bidder's document	Weight	Decision Criteria	Decision Scheme	Bid Section Reference
Warranties		Mandatory	Verify the response meets 100% minimum warranted response time requirements of each specification line set out in "SERVICES SPECIFICATION "	YES/NO	Page 8 to 11
Installation		Mandatory	Supplier has clearly stated that installation is included	YES/NO	Page 7 to 10

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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CONTRACT PART B – SBD 3.2 PRICING

SPECIAL PRICING CONDITIONS TO GCC17 FOR THIS BID

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

1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes <u>including VAT</u>, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted as well as the portion of the line item price payable in foreign currency overseas Exchange rate movements do not apply to local pricing and costs i.e. clearing, customs, delivery, installation, etc.
4.	Quantity: Bidders must quote according to the quantities stipulated in the pricing schedule
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Price Adjustment Rules: The business unit will not consider any unit price variations that are applied unilateral. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence for negotiation with SAEON for considering the price adjustment.
8.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
9.	Delivery Points are: 8th Floor, The Towers, Corner, Hertzog Blvd, Foreshore, Cape Town, 8001

BID PRICE SCHEDULE (SBD 3.2)

Submit pricing in separate envelope (stand-alone)

DESCRIPTION	QUAN TITY	UNIT MEASURE	OF Portion of Unit Price in foreign currency	UNIT PRICE	TOTAL (INCLUDEs VAT of 15%)
24 SFP28 port switches	2	No. Switch			
Servers	3	No. Server Enclosure			
24 bay SFF FC storage controller	1	No. Storage Enclosure			
60 bay LFF storage	1	No. Storage Enclosure			
Rate of Exchange (indicate foreign currency US\$/€)					
Delivery and installation to SAEON Ulwazi Node, 8th Floor, The Towers South, Hertzog Boulevard, Foreshore, Cape Town, 8001	1	Installation rate			
TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL BID PRICE INCLUSIVE OF VAT				R	

COST BREAK DOWN

Bidders must provide a full cost analysis of all components making up each of the above line items. The cost table must be referenced to each line of the specifications set out in Contract Part A

ANY OTHER COSTS

The bidder must itemize this and provide in a separate table. The table must be headed Other Costs not included in the specification .

This is to allow the BEC to conduct a fair comparison in the price competition.

CONTRACT PART C - RETURNS

PART A

SBD 1

INVITATION TO BID(SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: NRF/SAEON/SAPRI/29/2024-25 CLOSING DATE: 04 November 2024 CLOSING TIME: 11:00 AM

DESCRIPTION The supply, delivery, and installation of ICT equipment needed for the South African Polar Research Infrastructure.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

N/A (Electronic Submission)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER

SUPPLIER COMPLIANCE
STATUS

TAX COMPLIANCE
SYSTEM PIN:

OR

CENTRAL
SUPPLIER
DATABASE
No:

MAAA

ARE YOU THE ACCRED-
ITED REPRESENTATIVE
IN SOUTH AFRICA FOR
THE GOODS /SERVICES
OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS /SER-
VICES OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE QUES-
TIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
 IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS
 SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

STANDARD BIDDING DOCUMENT (SBD 6.1)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80

STANDARD BIDDING DOCUMENT (SBD 6.1)

SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

STANDARD BIDDING DOCUMENT (SBD 6.1)

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

The NRF supports the specific goals set out in the B-BBEE Codes of Good Practise for the various sectors. The NRF sets as the bid's specific goals those that the bidder has in its Code of Good Practise scorecard and accepts the verified measurement of the accredited verifier that the scores achieved for each specific goal is correctly stated in the last verified scorecard.

The NRF, not to penalise bidders on their specific goal achieved scores, utilises the total score of the scorecard as the measurement of achieving the portfolio of specific goals. To aid in administration, the NRF groups the total score in the B-BBEE status level bands and uses these for the allocation preference points.

Bidders must submit a valid BBBEE certificate in order to earn points on specific goals. Failure to submit the valid BBBEE certificate, the bidder will not be allocated points for specific goals.

STANDARD BIDDING DOCUMENT (SBD 6.1)

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

STANDARD BIDDING DOCUMENT (SBD 6.1)

- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

STANDARD BIDDING DOCUMENT (SBD 6.1)

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

ANNEXURES – ATTACHED AT END OF DOCUMENT

Annexure Number	Annexure Title
Annexure 1	REFERENCE LETTER
Annexure 2	ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

ANNEXURE 1 – REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

NRF/SAEON/SAPRI/29/2024-25

Bid Description: The supply, delivery, and installation of ICT equipment needed for the South African Polar Research Infrastructure.

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

Criteria/Risks

Below
requirements

Meets
requirements

Exceeds
requirements

Professionalism

Completion times

Satisfaction with work done

Technology up to date

Project management

Is the service provider reliable?

Service delivery scheduling and
implementation

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:		



ANNEXURE 2 - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

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

Conditions for electronic submissions: This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:³

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

Prescripts

- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.

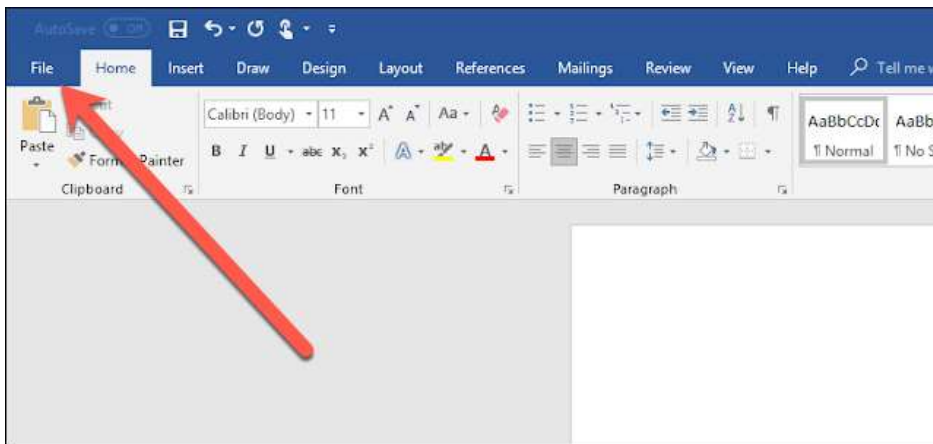
³ SANS 10845-1 paragraph 4.7

- **Two envelope system:** All bidders' documents must be submitted to the email address specified on the NRF bid document and however the password to the password-protected pricing file must be submitted to a separate email stated in the email specified in the bid document.
- The NRF email size limit is 4MB, bidder must ensure that their submission is no bigger than this limit.
 - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
 - The password for pricing file must **not** be submitted before the bid closes.
 - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

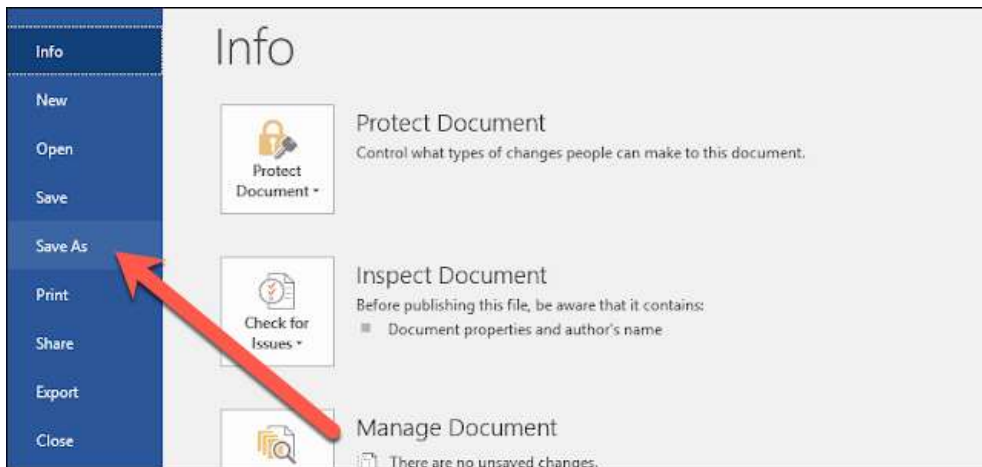
Guidelines

Converting to pdf

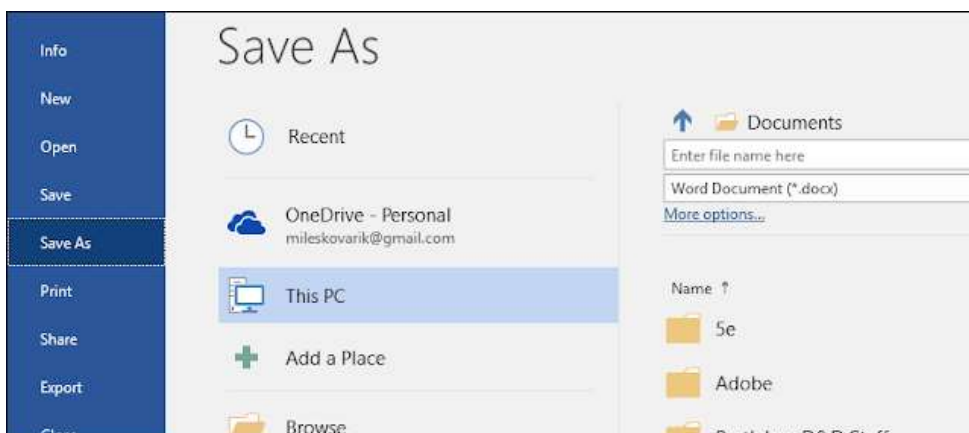
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the "File" tab.



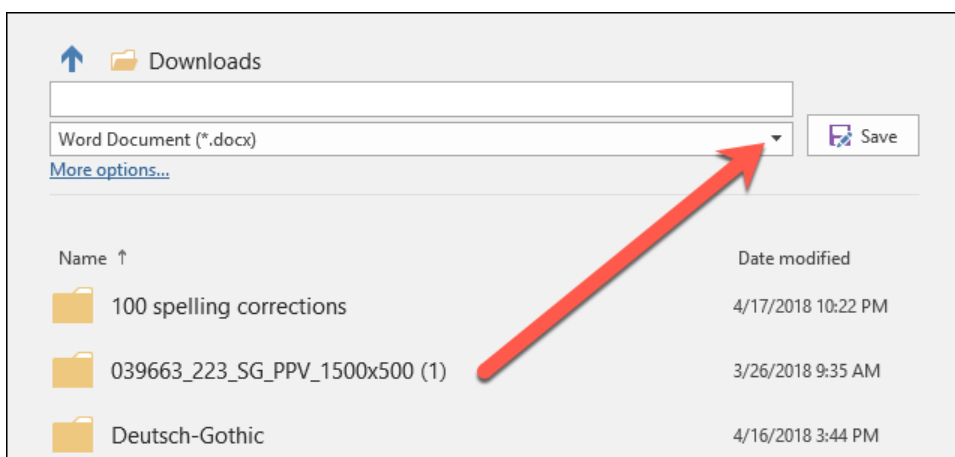
- On the backstage screen, select "Save As" from the list on the left.



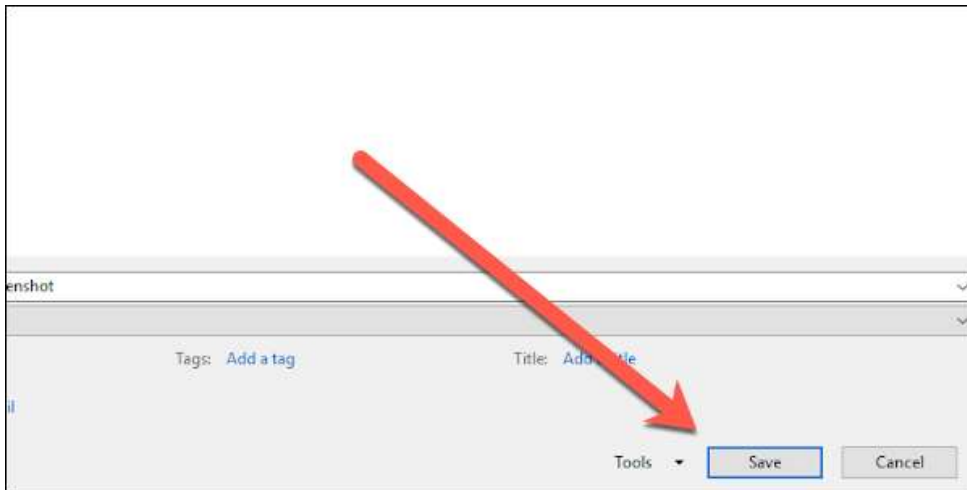
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



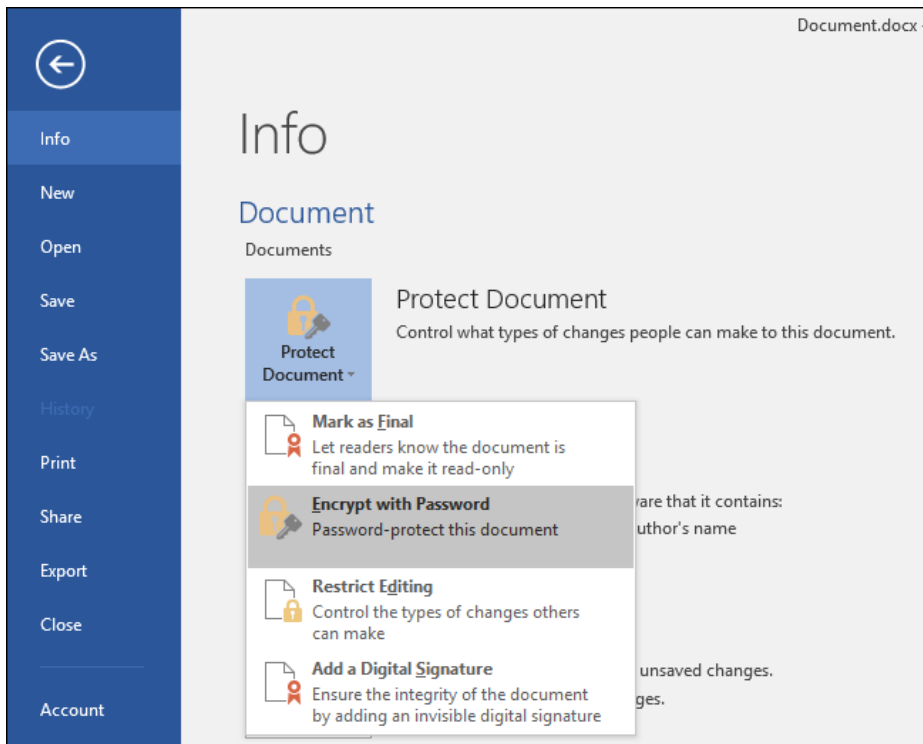
- If you want to, you can change the filename at this time. When you're ready, click the “Save” button.



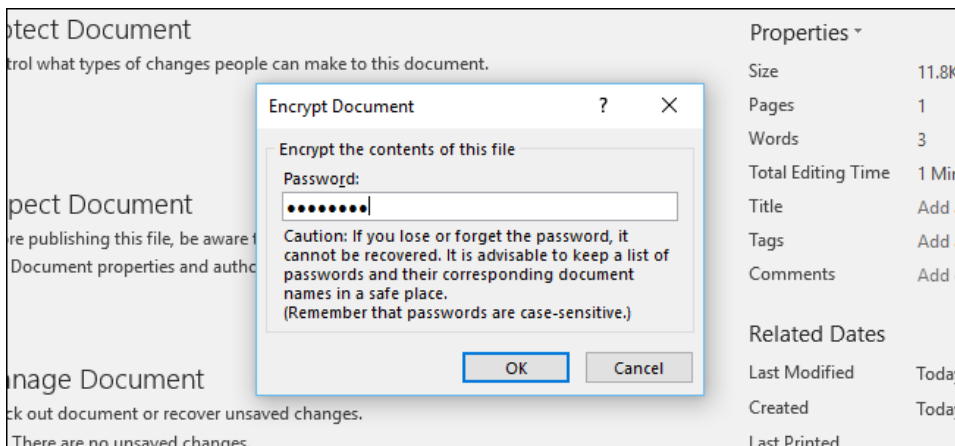
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

Password protecting files

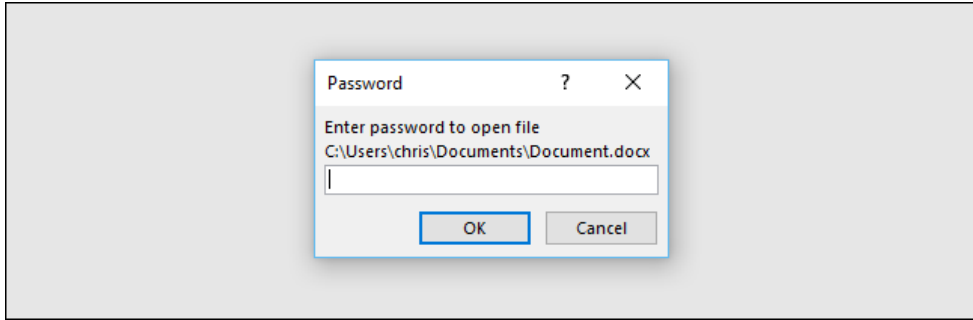
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.
- NOTE: If you only want to restrict editing of the document, you can choose "Restrict Editing" here, but as we said, that is not very secure and can easily be bypassed. You're better off encrypting the entire document, if you can.



- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



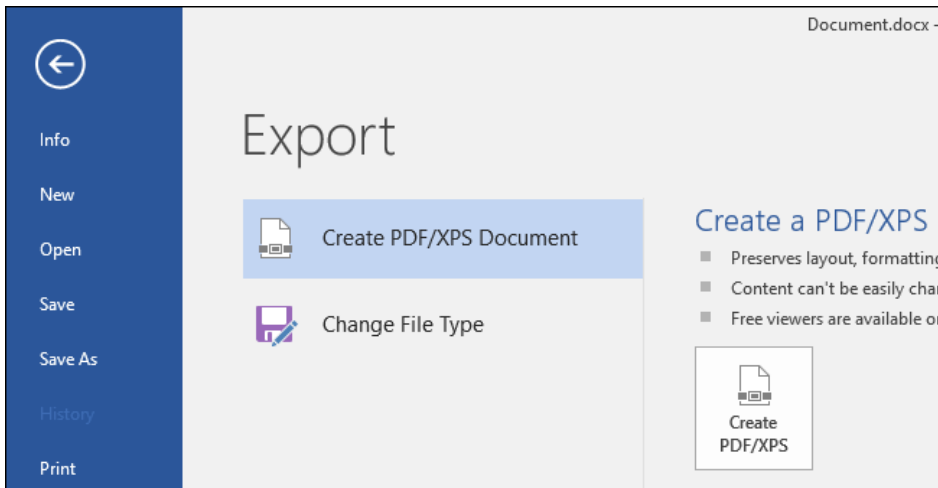
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



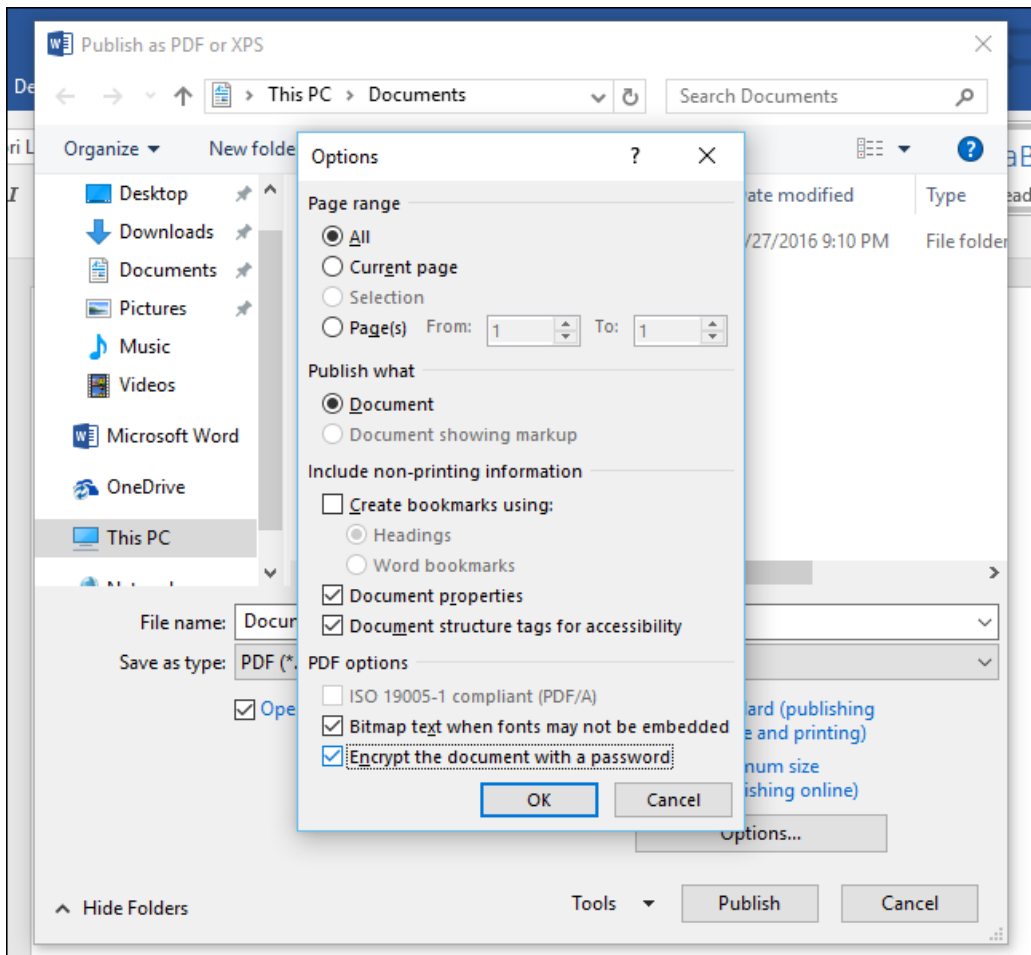
- To remove the password protection from a document, click the “Protect Document” button and select “Encrypt with Password” again. Enter a blank password and click “OK.” Office will remove the password from the document.

How to Create a Password Protected PDF File

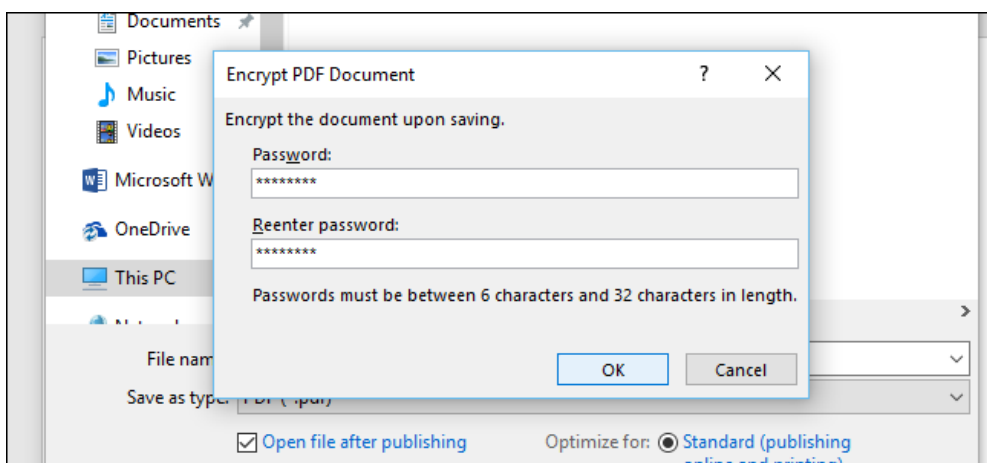
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and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



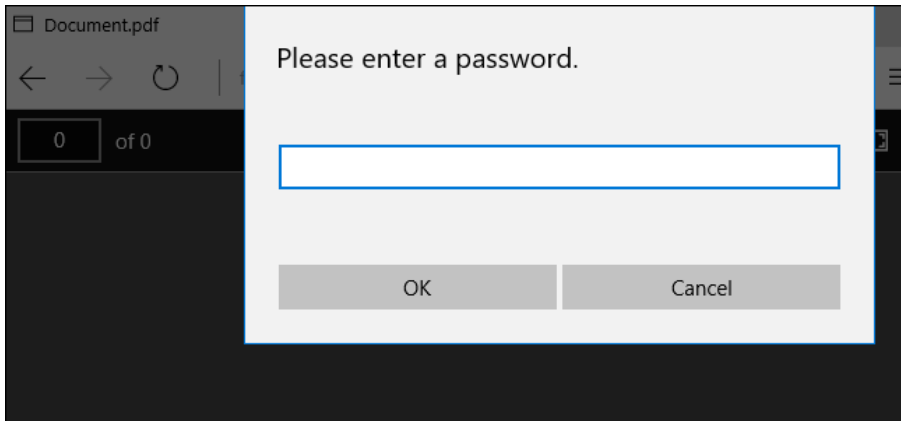
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



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



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



Zippping your files.

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

Keeping passwords safe.

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