

INVITATION TO BID

BID DESCRIPTION

Provision of software enhancement, maintenance and technical support on the existing South African Network of Science Centre (SANSC) online system for a period of thirty-six (36) months.

ATTENTION – FRAUD ALERT!!!!!!!

It is common for scammers to call potential bidders pretending to be NRF's employees and offering to swing tenders your way for a fee.

DO NOT FALL FOR IT, IT IS A SCAM!

The NRF and its employees would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

Bidder Name:		
Number:	NRF/SAASTA MONC/53/2024-25	
Closing Date	28 March 2025	
Closing Time:	11:00 AM	
Online Compulsory Briefing Session Date and Time:	<p>Online (Ms Teams) Meeting ID: 391 654 019 24 Passcode: Rc7t2p4K</p> <p>14 March 2025</p> <p>14:00 PM</p> <p>NB: Bidders who fail to join the online compulsory briefing session will be disqualified from the tender process. Attendance is mandatory for consideration.</p>	
e-Submission Address	<p>Bid application via the National Treasury e-submission. Below is link and instructions for the application process:</p> <p>https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/</p> <p>To respond to a tender, you need to follow the below steps: Go to the national treasury e-tender website. Select tender number in search by, Enter the tender number, The tender will appear and click on it, you look for tender with the Tick sign ✓ for e-submissions, you click the plus + sign to expand, you scroll down and click start e- submission. Log in with your CSD log in details, you can then proceed from there.</p>	
Folders Addressing	On each folder, Bidder’s Name and File name. Two folders one for submission and the second only contains the price offer	
Enquiries are directed in writing to:		
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TABLE OF CONTENTS

INTRODUCTION.....	4
INTRODUCTION TO THE NRF	4
BACKGROUND TO SAASTA	4
THE CONTEXT OF THIS BID	4
PART A – CONTRACT REQUIREMENTS AND CONDITIONS	4
SUMMARY OF SERVICES REQUIRED	4
SOUTH AFRICAN NETWORK OF SCIENCE CENTRE (SANSC) ONLINE SYSTEM.....	5
SPECIFICATIONS OF SERVICES	8
GENERAL MAINTENANCE AND SUPPORT	8
INFORMATION BACKUP AND LEAD TIME.....	8
CONTENT EDITING	9
SOFTWARE UPDATES AND/ OR UPGRADES	9
SOFTWARE ENHANCEMENT	9
COMPLIANCE MANAGEMENT	10
MILESTONES	10
CONFIGURATION SERVICE	10
SUPPORT SERVICE	10
COMMUNICATION	10
TECHNICAL SUPPORT	11
INCIDENTAL SERVICES (GENERAL CONDITION OF CONTRACT CLAUSE NO: 13).....	11
SERVICE LEVELS	12
MANAGING SERVICE LEVELS	12
AGREED SERVICE LEVELS	12
OCCUPATIONAL HEALTH AND SAFETY WHEN WORKING ON NRF SITES.....	13
MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT	14
CONTRACT PERIOD.....	15
CONTRACT MANAGEMENT	15
GENERAL AND SPECIAL CONDITIONS OF CONTRACT	17
EVALUATION CRITERIA FOR THE BID	30
PART B – PRICING.....	33
PRICING REQUIREMENTS FOR THIS BID.....	33
BID PRICE SCHEDULE (SBD 3.2).....	33
PART C – BID PREPARATION AND SELECTION.....	36
THE BID PREPARATION	36
THE BIDDER SELECTION PROCESS.....	37
PART D - RETURNS	39
INVITATION TO BID (SBD 1)	39

SUPPLIER INFORMATION	39
BID SUBMISSION.....	40
TAX COMPLIANCE REQUIREMENTS	40
BID SIGNATURE (SBD 1)	41
SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	42
SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	45
REFERENCE LETTER FORMAT FOR BIDDER.....	50
ANNEXURES – ATTACHED AT END OF DOCUMENT	51

INTRODUCTION

INTRODUCTION TO THE NRF

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

BACKGROUND TO SAASTA

The South African Agency for Science and Technology Advancement (SAASTA) is a business unit of the NRF with the mandate to advance public awareness, appreciation, and engagement of science, technology, engineering, mathematics, and innovation (STEMI) in South Africa.

THE CONTEXT OF THIS BID

The existing South African Network of Science Centres (SANSC) Online Platform System is designed to coordinate and manage the activities associated with the evaluation and accreditation of science centres. The system is seven (7) years old. The Online System requires software enhancements, ongoing technical support and regular maintenance for a period of thirty-six (36) months.

PART A – CONTRACT REQUIREMENTS AND CONDITIONS

SUMMARY OF SERVICES REQUIRED

The appointed service provider will provide the following services in support of the South African Network of Science Centres (SANSC) Online Platform System:

- Provide enhancements, reporting and updates as and when required.
- Provide and ensure operational stability (Data integrity) of the system.
- Helpdesk support.
- Regular backups to ensure the integrity of data and security.
- Documentation and user training.
- Compliance Management – Ensuring the system complies with IT governance and regulations (e.g., data protection regulations and security).
- Performance Monitoring – Continuous monitoring to ensure optimal system performance.
- System optimisation.
- Content editing.
- Automated Business Activities
- Migration from current .NET Framework 4.8 to a modern and supported application .NET Framework 5.0 or latest.

SOUTH AFRICAN NETWORK OF SCIENCE CENTRE (SANSC) ONLINE SYSTEM

South African Network of Science Centre (SANSC) online system is a web-based system, and it has been operational for 7 years. It is based on the Department of Science, Technology and Innovation (DSTI)'s National Norms and Standards for a Network of Science Centres and Framework for the Promotion of Excellence in a National Network of Sciences centres. The National Norms and Standards for a Network of Science Centres defined the functions of science centres as follows:

- a. To promote science and technology literacy among young people and the general public.
- b. To contribute to the enhancement of learner participation and performance in science, technology, engineering and mathematics (STEM).
- c. To identify and nurture youth talent and potential in STEM.
- d. To provide career education in STEM based disciplines.

The Framework uses a quality assurance manual and accreditation criteria to assist science centres in the national network to:

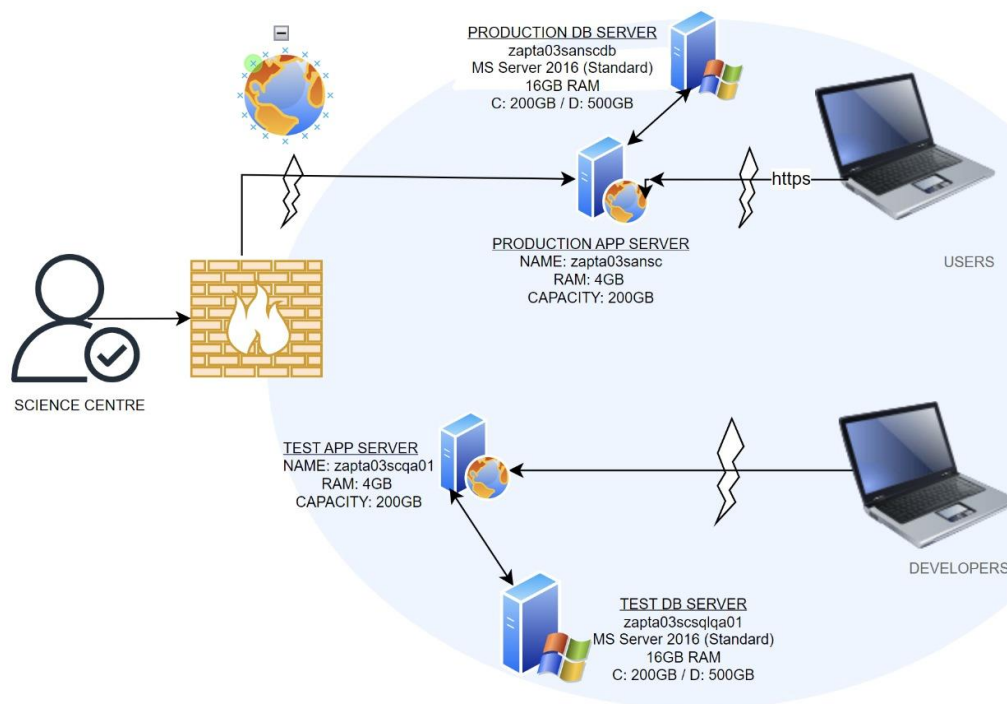
- a. Adequately respond to the four strategic areas;
- b. Uphold corporate governance; and
- c. Be conscious of service quality and the need of service quality.

In pursuit of the Framework for the Promotion of Excellence in a National Network of Science Centres, science centres are subjected to peer evaluation to establish their state of development. More information can be obtained from SANSC website <https://www.sansc.org.za/Public/Home.aspx>

The system currently has four (4) key functionalities and these are the following:

- a. User Management – a phase where the SAASTA administrator manages user accounts.
- b. Evaluation and Accreditation – a stage where the computerised evaluation instruments are configured and the accreditation status is updated.
- c. Summary reports – a stage where dashboards/reports are generated based on the evaluation feedback.
- d. Communication Platform – this includes the channels to be used by users to communicate and share information.

Figure 1 illustrates the system architecture and Table 1 illustrates the platform requirements.



The table below provides details of the SANSC Online system infrastructure

Physical Architecture	
Application Server	TEST
Server Name	zapta03scqa01
Memory	4GB (RAM)
Capacity (GB)	C: 200GB
Database server	TEST
Server Name	zapta03scsqlqa01
OS	Microsoft Server 2016 (Standard)
Capacity (GB)	C: 200GB / D: 500GB
Application Server	PROD
Server Name	zapta03sansc
Memory	4GB (RAM)
Capacity (GB)	C: 200GB
Database server	PROD
Server Name	zapta03sanscdb
OS	Microsoft Server 2016 (Standard)
Memory	16GB (RAM)
Capacity (GB)	C: 200GB / D: 500GB

Integration	
Integration Type	None
Integration with Internal Systems	None
Integration with External Systems	None
Security	
Port	IIS
User Management	Server level access - account with access rights.
	Scripted to authenticate against SA-account
SSL Certificates	DNS - Cloudflare

SPECIFICATIONS OF SERVICES

GENERAL MAINTENANCE AND SUPPORT

- 1.1 **Establish an Incident Management Procedure:** Develop and implement a detailed procedure for managing all service requests, including user creation, password changes, file uploads, and other system-related tasks. Ensure all incidents are consistently documented and managed.
- 1.2 **Incident Reporting:** Employ the service provider's existing helpdesk and incident logging system to track and manage all incidents related to the SANSC Online System. Ensure that all incidents are accurately logged and that both clients and NRF-SAASTA receive timely notifications.
- 1.3 **Ensure Defined Incident Response Times:** Adhere to the agreed incident response times by providing an initial response within one (1) hour of receiving a report of a critical issue, confirming that the incident has been logged. Maintain continuous communication throughout the resolution process, providing updates at each stage until the issue is fully resolved. For non-critical issues, provide an initial response within one (1) hour and aim to resolve the issue within 48 hours. Ensure a high standard of responsiveness to minimise disruptions to system operations.
- 1.4 **Maintain System Functionality and Security:** Ensure the SANSC Online System remains fully operational, secure, and free from software bugs and technical problems. Monitor system performance on a weekly basis to proactively identify and resolve any issues, within-depth performance reviews conducted at least monthly to assess and enhance overall system health.
- 1.5 **Prioritise Service Request Responses:** Respond promptly to all service requests logged through the service provider's helpdesk system. Enable the client (NRF-SAASTA) to assign priorities to service requests based on the business impact of each issue. Ensure that critical, noncritical, and general issues are addressed with the appropriate level of urgency and attention according to the priority set by the client.
- 1.6 **Conduct Framework Upgrades:** Perform necessary upgrades to the system's technology framework to maintain ongoing relevance, security, and functionality. All upgrades must follow a formal change request process as per the NRF's internal IT governance processes and procedures, including obtaining NRF-SAASTA's approval before implementation. Ensure that upgrades are carefully planned, thoroughly tested, and implemented with minimal disruption to users.
- 1.7 **Manage Patch Upgrades:** Implement and manage regular patch upgrades to protect the system against vulnerabilities. All patch upgrades must follow a formal change request process, including obtaining NRF-SAASTA's approval prior to implementation. Provide advance notice to NRF-SAASTA of any planned patch management activities to ensure transparency, coordination, and minimal disruption to users.
- 1.8 **Documentation and user training:** Provide user online manual and training as and when required. The system is currently having about 40 registered users and 16 existing science centres that are not yet part of the network.
- 1.9 **Performance monitoring:** Continuous monitoring to ensure optimal system performance.

INFORMATION BACKUP AND LEAD TIME

- 2.1 **Perform Daily Backups:** Execute daily data backups on NRF-SAASTA's production server to ensure data integrity and availability.
- 2.2 **Backups:** Regularly verify the completeness and accuracy of backups.
- 2.3 **Conduct Monthly Database Restoration:** Perform a monthly restoration of the database on the development server to validate data integrity and backup procedures. Ensure all restored data is accurate and complete.
- 2.4 **Provide Monthly Backup Reports:** Deliver comprehensive monthly backup reports to NRF- SAASTA, detailing

all backup activities, schedules, verifications, and any anomalies or corrective actions taken.

- 2.5 **Maintain application code repository:** Implement appropriate Version Control Systems (VCS) to ensure alignment (test and development environments) with the code based that is deployed on the production environment.
- 2.6 **Backing up the Application's Code:** Store the backup in a remote repository or cloud storage services.

CONTENT EDITING

- 3.1 **Content Review and Proposal:** Review and propose updates to existing content on the SANSC Online System to ensure accuracy, relevance, and consistency with the latest data and organisational guidelines. No updates to content will be made without obtaining explicit consent from NRF-SAASTA. Configuration of user roles and permissions to control editing, approval, or viewing of specific content.
- 3.2 **Editing and Formatting:** Edit and format new content provided by NRF-SAASTA to align with the established style guide, ensuring clarity, readability, and uniformity. All changes must receive approval from NRF-SAASTA before publication.
- 3.3 **Error Correction:** Periodically review published materials for typographical errors, grammatical mistakes, or inconsistencies. Submit requests for corrections to NRF-SAASTA for approval to ensure that all content is accurate and professional.
- 3.4 **Accessibility Standards:** Ensure all content updates comply with accessibility standards, including the appropriate use of headings, alternative text for images, and clear navigation structures. Obtain NRF-SAASTA's approval before implementing changes.
- 3.5 **Mobile Responsiveness:** Ensure that the system provides an optimal and seamless user experience across all devices, including laptops, desktops, tablets, and smartphones, by implementing mobile-responsive design and functionality.
- 3.6 **Content Verification:** Collaborate with NRF-SAASTA's designated personnel to verify factual information and content accuracy. No modifications to content will be made without documented approval from NRF-SAASTA.
- 3.7 **Monthly Reporting:** Provide monthly reports on content editing activities. These reports should detail proposed changes, progress updates made and highlight any areas requiring further development or attention.
- 3.8 **Response Timeframes:** Respond to content editing requests within specified timeframes: 48 hours for minor edits and five (5) business days for major content revisions. All changes are subject to NRF-SAASTA's approval before implementation.

SOFTWARE UPDATES AND/ OR UPGRADES

- 4.1 System adjustments including ad hoc content updates, user-interface editing on the existing SANSC online.
- 4.2 Bug Fixing
- 4.3 Removal of duplicate and outdated records
- 4.4 Upgrade the current .NET Framework 4.8 version to the latest version such as .NET Framework 5.0, preferably the latest version.

SOFTWARE ENHANCEMENT

- 5.1 Inclusion of the re-evaluation function of a science centre after completion of three stage cycle of accreditation process.
- 5.2 Capability for automated report generation in the system for all stages of accreditation process.

- 5.3 Generation of verification report of a science centre.
- 5.4 Automation of Business Activities such as automated generated of accreditation reports, certificates, etc.
- 5.5 Migrate the current software/data to the modern and supported application framework.
- 5.6 The modern and supported application may not be lesser than .NET Framework 5.0.

COMPLIANCE MANAGEMENT

- 6.1 Ensuring the system complies with IT governance and regulations (e.g., data protection regulations and security).
- 6.2 The bidder acknowledges and agrees to comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), and any applicable regulations or guidelines issued in relation thereto, in processing personal information during the execution of this bid and any subsequent agreement.

MILESTONES

Key deliverables	Timelines
Incident management procedure	Monthly
Incidents report	Quarterly
Monthly back-up report	Monthly
A comprehensive system assessment	Annually
Upgrade system that is currently on the .NET Framework version 4.8 to 5.0 or latest	Once –off
Migration of the current software/data to the modern and supported application framework	Once-off
System Content Editing	Monthly (as agreed between the parties)

CONFIGURATION SERVICE

- 7.1 The service provider will have access to the production server (SANSC server).
- 7.2 Backup science centres information/data daily on NRF-SAASTA's production server.

SUPPORT SERVICE

- 8.1 The appointed service provider delivers support for the online system for the period of the contract.
- 8.2 Incidents response time is 4 hours for critical issues and 48-hours for non-critical issues.
- 8.3 The service provider provides regular updates of all critical incidents to the NRF-SAASTA contract manager.

COMMUNICATION

- 9.1 **Project Steering Committee:** To communicate by compiling and submitting detailed monthly incident reports to NRF-SAASTA, based on data from the service provider's helpdesk system. These reports outline all logged queries, actions taken, and resolutions achieved and include analysis of any recurring issues or trends.
- 9.2 **Support Team:** Changes to the support team that has been allocated to NRF-SAASTA must be formally communicated by email.

TECHNICAL SUPPORT

- 10.1 **Code refactoring:** To improve the code's readability, maintainability, and understandability, while reducing the risk of bugs and technical debt.
- 10.2 **Code patching:** Perform system patches including bug patches, security patches, and feature patches to ensure that the system remains secure, stable, and functional.
- 10.3 **Maintain the integrity of the source code:** Implement strict access controls to prevent unauthorized access or alteration of the source code. Use appropriate version control systems to track and manage changes to the source code. Regularly review the code to ensure it remains consistent and trustworthy. Use automated testing tools to validate the code's functionality and identify defects early in the development cycle. Schedule automated tasks to perform regular code integrity checks, such as verifying checksums and digital signatures.
- 10.4 **Ensure Defined Incident Response Times:** Adhere to the agreed incident response times by providing an initial response within one (1) hour of receiving a report of a critical issue, confirming that the incident has been logged. Maintain continuous communication throughout the resolution process, providing updates at each stage until the issue is fully resolved.
- 10.5 **Maintain System Functionality and Security:** Ensure the SANSC Online System remains fully operational, secure, and free from software bugs and technical problems. Monitor system performance on a weekly basis to proactively identify and resolve any issues, with in-depth performance reviews conducted at least monthly to assess and enhance overall system health.
- 10.6 **Establish an Incident Management Procedure:** Develop and implement a detailed procedure for managing all service requests, including user creation, password changes, and file uploads, and other system-related tasks. Ensure all incidents and change requests are consistently documented and managed.
- 10.7 Providing overall technical support (i.e. diagnosing software faults and other technical problems, either, through face-to-face meeting with NRF-SAASTA team or over the phone or by email).

INCIDENTAL SERVICES (GENERAL CONDITION OF CONTRACT CLAUSE NO: 13)

11.1. The following are included below the last clause:

- 11.1.1. Incident management procedure including but not limited to the following: (For an example, User creation request, password change request, uploading of files, etc.).
- 11.1.2. Incidents response time of Four (4) hours for critical issues and 48-hours for non-critical issues.
- 11.1.3. Maintain a fully functional system that remains safe and that is free of software bugs and other technical-related problems.
- 11.1.4. Liaise with the NRF-SAASTA personnel on all matters pertaining to the necessary trouble shooting on the system and the resolutions thereof.
- 11.1.5. Provide quarterly incidents report detailing the queries logged and the resolutions thereof.
- 11.1.6. Conduct SQL database backup daily.
- 11.1.7. Provide ad hoc content editing that may be necessary for system operation enhancement or

improvement.

11.2. In the event of requiring incidental services, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.

SERVICE LEVELS

MANAGING SERVICE LEVELS

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

12.2 Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.

12.3 The appointed third party and the NRF-SAASTA contract manager measure delivered performance against these performance levels.

12.4 Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.

12.4.1 Both parties will monitor the corrective actions.

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

AGREED SERVICE LEVELS

Service	Measurement methodology	Penalty trigger level	Penalty
Incident Report	Submit quarterly, within the first week of the new quarter.	Failing to submit within first week of the new quarter.	5% deduction of the monthly payment with an escalation of 5% delays per week.
Back-up report	Submit back-up report within the first week of the new month	Failure to submit the report within the first week of the new month.	5% deduction of the monthly payment with an escalation of 5% delays per week.
SQL database backup	Database back-up daily	Failure to backup data daily	5% deduction of the monthly payment with an escalation of 5% delays per week
Incidents response time	Respond to incidents within Four (4) hours for critical issues from the time the queries were logged	Failure to respond to incident as prescribed	5% deduction of the monthly payment with an escalation of 5% delays per week

OCCUPATIONAL HEALTH AND SAFETY WHEN WORKING ON NRF SITES

- 13.1 All personnel performing work on NRF-SAASTA site/s as part of this contract are responsible to obtain safety induction.
- 13.2 Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.
- 13.3 The appointed bidder, once signing the contract (SBD 7.1 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.
- 13.4 The NRF-SAASTA manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.

MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT

Bidders provide detailed and sufficient evidence to allow the Bid Evaluation Committee to evaluate the bidder's qualification and ability to deliver on the bid.

14.1 Technical Qualifications:

- 14.1.1 A detailed proposal on how the task will be executed and full description of the maintenance plan.
- 14.1.2 A comprehensive system assessment done annually, at the beginning of the first year, second year and at the end of the third year from at least one client.
- 14.1.3 A company profile stating the number of years of experience in the field.
- 14.1.4 A company profile that must indicate a minimum of five (5) years demonstrated knowledge and experience (as indicated by a list of past projects and work completed by the company) in systems development, maintenance and support.
- 14.1.5 A minimum of three contactable detailed reference letters indicating the demonstrated knowledge and experience in system development, analysis, maintenance, and support of workflow-based systems. Out of the three reference letters, at least one of which must be of a system developed on a .NET Framework platform. The reference letters should not be older than 36 months from the date of the letter's signature. NB: Only the NRF template attached (page 50 to 51) to this document will be accepted. Submissions using any other template will not be considered.
- 14.1.6 A detailed risk implementation plan for 36 months (risk identification, monitoring, control, and mitigation).
- 14.1.7 Project implementation plan according to scope of work.

14.2 Team Qualifications:

- 14.2.1 Project Manager should have a minimum qualification of NQF Level 6 or advanced certificate in IT project management plus five years' experience in Software development, IT project management. and managing a software development team.
- 14.2.2 Developers must have a minimum qualification of NQF Level 6 or advanced certificate in Software development plus 7 years' experience in software development and level of understanding of .NET Framework.
- 14.2.3 Analysts have a minimum qualification of NQF Level 6 or advanced certificate in Software Analysis, or a Degree in Computer Science, plus 7 years' functional experience in system analysis and design and requirements gathering.
- 14.2.4 Copies of CV's of the project team and certified copies of qualifications.

14.3 Legal Identification:

- 14.3.1 Bidders must provide their details on the SBD1 form (pages 39 - 45) included in this document.
- 14.3.2 Bidders must provide Central Supplier Database registration number.
- 14.3.3 If bidders are claiming preference points, bidders must provide their SBD6.1 (pages 45 to 50) with supporting evidence for claiming the points.
- 14.3.4 Bidders must provide their detail CSD report.

14.4 Ethical Clearance:

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

(pages 42 to 45).

14.5 Documentation for the Price Competition:

- 14.5.1 Bidder to provide their pricing on the included SBD3.2 price form (pages 33 to 36).
- 14.5.2 Bidders supply detail price support schedules that clarifies their submitted financial offer to the Bid Evaluation Committee.
- 14.5.3 Pricing SBD3.2 must be in a separate envelope.
- 14.5.4 The price includes software updates and/ or upgrade, technical support, maintenance and editing of content feature including code patching and refactoring for 36 months as per SBD 3.2.

CONTRACT PERIOD

The period of the contract is Thirty-Six (36) months. The contract period will run from the day of signing the contract agreement, for a period of 36 months.

CONTRACT MANAGEMENT

15.1 **Contract/Project Managers** The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

15.1.2 The appointed bidder notifies NRF-SAASTA the assigned contract manager and support team in writing.

15.2 Communication (General Condition of Contract Clause No: 31)

15.2.1 Both parties communicate in writing through regular email.

15.2.2 Both parties state the contract number and purchase order number on communication documentation.

15.2.3 The supplier does not act upon any communication without the contract number or must verify such communication with the NRF-SAASTA project manager prior to acting upon it.

15.2.4 Any notice, request, consent, approvals or other communications made between the parties are forwarded to the addresses specified in the contract and shall be deemed to have been received when:

15.2.4.1 hand delivered – on the day of delivery;

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

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

15.3 Contract Management during Implementation

15.3.1 At the initial/start meeting, both parties review and agree on the roles and responsibilities to be signed by both NRF-SAASTA and the service provider.

15.3.2 The appointed bidder will generate and circulate draft minutes including/recording important decisions for review by the NRF-SAASTA's contract manager within seven working days from the date of the held meeting.

15.4 Termination of Contract due to Non-Performance

15.4.1 In the event of the non-performance as per the agreed contract, NRF-SAASTA will appoint an alternative service provider at the cost of the appointed current service provider. The defaulting third party is obliged to settle the damages/additional costs that NRF-SAASTA has incurred as a result of the non-performance of the appointed bidder.

15.4.2 NRF-SAASTA has the right to terminate the contract due to non-performance.

15.5 Original Bid documents for Contract Signing

15.5.1 The sets of original bid documents in soft copy format (pdf document) serves as the original master set for

the legal contract document between the contracting parties. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents.

15.6 Payment (General Condition of Contract Clause No: 16)

15.6.1 Payment terms are within 30 working days of receipt of an invoice issued following successful performance verification.

15.6.2 Invoices are accompanied by signed NRF-SAASTA verification documents and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

15.6.3 It is in the interests of the bidder to adhere to these to receive prompt payment.

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 additional 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 produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	“Day” means calendar day.
1.8	“Delivery” means delivery in compliance of the conditions of the contract or order.
1.9	“Delivery ex stock” means immediate delivery directly from stock actually on hand.
1.10	“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	“Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	“Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“GCC” mean the General Conditions of Contract.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“Project site”, where applicable, means the place indicated in bidding documents.
1.21	“Purchaser” means the organization purchasing the goods.
1.22	“Republic” means the Republic of South Africa.
1.23	“SCC” means the Special Conditions of Contract.
1.24	“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p>Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p>

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	<p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.</p>
SCC5B	Confidentiality
	<p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> • Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. • Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or • Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> • Disclose the confidential information to any third party, or • Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, • The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> • Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF; • Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; • Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or • Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure. <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p>

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	<ul style="list-style-type: none"> • All written disclosures received from the NRF; • All written transcripts of confidential information disclosed verbally by the NRF; and • All material embodiments of the contract intellectual property. <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	<p>The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 cashier's or certified cheque.</p>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.
SCC11	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	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>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</p> <p>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.</p>
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.
SCC13	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	<p>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:</p> <p>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</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
SCC14	In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	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.
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from 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,

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	<p>or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or</p> <p>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.</p>
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	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	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.
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EVALUATION CRITERIA FOR THE BID

Document description	Weight	Bid Section Reference	SCM Verification
Signed SBD 6.1	Mandatory	Page 33-37	
Signed SBD 4	Mandatory	Page 30-32	
Signed SBD 3.2	Mandatory	Page 23-25	
Signed SBD 1	Mandatory	Page 28 & 38	

TECHNICAL BID EVALUATION

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Decision Scheme	Bid Section Reference	BEC Verification
Software Development, Maintenance and Technical support		Equal	The company profile indicates a minimum of five (5) years demonstrated knowledge and experience (as indicated by a list of past projects and work completed by the company) in software development, maintenance and support.	Go/No Go	Page 14.	
Contactable References		Equal	Three detailed contactable reference letters indicating the demonstrated knowledge and experience in system development, analysis, maintenance and support of the workflow-based systems. Out of the three reference letters, at least one is of .NET Framework platform. The reference letters are not older than 36 months from the date of the letter's signature. NB: Only the NRF template attached to this document will be accepted. Submissions using any other template will not be considered.	Go/No Go	Page 14	
Curriculum Vitae of Project Manager		Equal	Project Manager has a minimum qualification of NQF Level 6 or advanced certificate in IT project management plus five years' experience in software development environment, IT project management and managing a software development team.	Go/No Go	Page 14	

TECHNICAL BID EVALUATION

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Decision Scheme	Bid Section Reference	BEC Verification
Curriculum Vitae of Developers		Equal	Developers have a minimum qualification of NQF Level 6 or advanced certificate in Software development plus 7 years' experience in software development and level of understanding of .NET Framework.	Go/No Go	Page 14	
Curriculum Vitae of Analysts		Equal	Analysts have a minimum qualification of NQF Level 6 or advanced certificate in Software Analysis, or degree in Computer Science, plus 7 years' functional experience in system analysis and design and requirements gathering.	Go/No Go	Page 14	
Detailed Risk Plan		Equal	A detailed risk implementation plan for 36 months (risk identification, monitoring, control and mitigation).	Go/No Go	Page 14	

NB: Bidders who fail to meet "Go" in all criterions will be disqualified for the next stage of evaluation

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

PRICING REQUIREMENTS 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 price schedule with the exception of any price adjustments as outlined BY THE BIDDER in the response and such adjustments are in accordance with the rules stated below:

1.	Applicability of quoted prices: All quoted prices are applicable throughout the contract period unless price adjustments are specified.
2.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price.
3.	Value Added Tax: Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
4.	Contract Price Management during the contract: Written purchase orders will be issued 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.
5.	Work Control: No services are delivered before an official order is received from NRF-SAASTA under this contract. Failure to deliver services within the agreed timelines will result in an order being cancelled and any costs incurred by NRF-SAASTA is to be reimbursed.
5.	Delivery Points are: At SAASTA premises either physical or on-line

BID PRICE SCHEDULE (SBD 3.2)

No	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDES VAT of 15%)
YEAR 1					
1	12	<u>General maintenance and Support</u> [Section 1.1-1.9 (Page 8)]	Monthly		
		<u>Information backup and lead time</u> [Section 2.1-2.6 (Page 8-9)]	Monthly		
		<u>Content Editing</u> [Section 3.1-3.8 (Page 9)]	Monthly		

No	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDES VAT of 15%)
1	1	<u>Software Updates and/ or Upgrades</u> [Section 4.1-4.3 (Page 9)]	Monthly		
		Upgrade the current .NET Framework 4.8 version to the latest version such as .NET Framework 5.0, preferably the latest version. [Section 4.4 (Page 9)]	Once-Off		
1	1	<u>Software Enhancement Total</u> [Section 5.1-5.6 (Pages 9-10)]	Once-Off		
1	1	Inclusion of the re-evaluation function of a science centre after completion of three stage cycle of accreditation process. [Section 5.1 (Page 9)]	Once -off		
		Capability for automated report generation in the system for all stages of accreditation process. [Section 5.2 (Page 10)]			
		Generation of verification report of a science centre. [Section 5.3 (Page 10)]			
		Automation of Business Activities such as automated generated of accreditation reports, certificates, etc. [Section 5.4 (Page 10)]			
		Migrate the current software/data to the modern and supported application framework. [Section 5.5 (Page 10)]			
Total amount inclusive of VAT of 15%					R
YEAR 2					
1	12	<u>General maintenance and Support</u> [Section1.1-1.9 (Page 8)]	Monthly		
		<u>Information backup and lead time</u> [Section 2.1-2.6 (Page 8-9)]	Monthly		
		<u>Content Editing</u> [Section 3.1-3.8 (Page 9)]	Monthly		
		<u>Software Updates and/ or Upgrades</u> [Section 4.1-4.3 (Page 9)]	Monthly		
Total amount inclusive of VAT of 15%					R

No	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDEs VAT of 15%)
YEAR 3					
1	12	<u>General maintenance and Support</u> [Section1.1-1.9 (Page 8)]	Monthly		
		<u>Information backup and lead time</u> [Section 2.1-2.6 (Page 8-9)]	Monthly		
		<u>Content Editing</u> [Section 3.1-3.8 (Page 9)]	Monthly		
		<u>Software Updates and/ or Upgrades</u> [Section 4.1-4.3 (Page 9)]	Monthly		
Total amount inclusive of VAT of 15%					
Total Bid Price for a period of 36 months (3 years) inclusive of VAT 15%				R	

PART C – BID PREPARATION AND SELECTION

THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above.

Response preparation costs

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

Counter proposals

No counter proposals are accepted.

Central Supplier Database registration

The NRF as an organ of state is legally, only allowed to procure goods/services from suppliers/service providers registered on the National Treasury's Central Supplier Database. Respondents to this bid must include their Master Registration Number (Supplier Number) to allow for SAASTA to conduct basic due diligence through the Central Supplier Database, this includes proof of registration and tax compliance verification.

Collusion, fraud and corruption

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

Fronting

The NRF supports the Government's broad based black economic empowerment initiatives recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. SAASTA's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Bidders must ensure that fronting does not exist. Should SAASTA suspect any form of fronting, the bidder is given 7 days from date of notification to provide evidence that such fronting does not exist. SAASTA, 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 SAASTA may have against such a bidder.

Disclaimers

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

General definitions

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act (Act No. 53 of 2003);

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

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

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

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

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

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

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

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

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

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

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

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being SAASTA.

THE BIDDER SELECTION PROCESS

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

Responsive to submission requirements

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

Meeting technical specifications

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

Due Diligence

SAASTA will conduct due diligence on a bidder by contacting the references submitted to verify the bidder’s capability to provide the goods/services required and may conduct interviews with bidders to clarify their bid submission. Furthermore, the NRF-SAASTA can request the active or non-active URL’s for the referenced systems developed.

Stage 2 – Pricing Evaluation

SAASTA’s evaluation committee will assess compliant bidders from the technical evaluation stage on their pricing and NRF specific goals. The committee will compare each bidder’s pricing quote on a fair comparison basis considering all aspects of the bid’s pricing requirements. The qualifying bids will be ranked on points scored relative to Price and preference points in accordance with the PPPFA and as indicated on SBD 6.1 are added to the price score.

Stage 3 – Award and Contract Signing

The bid will be awarded (post approval by the NRF’s Delegated Authority) to the bidder with the highest combined score for Price and Specific goals rating unless there are other objective criteria, specified in the bid documents that

need to be considered in addition to the combined score. The award is 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

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

- a) Due to changed circumstances there is no longer a need for this procurement, or
- b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the market price range determined by SAASTA or the budget allocated by SAASTA to this procurement.

PART D - RETURNS

INVITATION TO BID (SBD 1)	
Bid number	NRF/SAASTA MONC/53/2024-25
Closing date and time	28 March 2025 11:00 AM
The NRF recognises the date and time as recorded on its systems for closure purposes.	
SUMMARY OF BID REQUIREMENTS	
Provision of software enhancement, maintenance and technical support on the existing South African Network of Science Centre (SANSC) online system for a period of thirty-six (36) months.	
Number of original bid documents for contract signing	1
Number of evaluation copies (Mark pages as "Evaluation Copy" and number all pages sequentially):	1 sets of pdf documents uploaded on e-tender portal submission.
Price validity period from date of closure	Ninety Days (90)

SUPPLIER INFORMATION			
Name Of Bidder			
Name of Contact Person			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		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 accredited representative in South Africa for the goods/services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?					<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					
BID SUBMISSION					
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.				
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.				
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.				
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.				
TAX COMPLIANCE REQUIREMENTS					
1.	Bidder must ensure compliance with their tax obligations.				
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided				
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .				
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .				
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS				

	certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SAASTA in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by SAASTA during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Name and Surname (Bidder representative):

Position:

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

- 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:

.....
.....

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.

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.
- 3.5 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.
- 3.6 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.
- 3.7 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 10 (ten) 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.

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.

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

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

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either 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
NRF Specific Goals	20 (Proof of BBBEE level as per BBBEE status level scoring table)

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

1.2

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary

proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

REFERENCE LETTER FORMAT FOR BIDDER

NB: Only the **NRF template** attached to this document will be accepted. Submissions using any other template will not be considered.

<u>Referee legal name:</u>			
<u>Company:</u>			
Bidder name			
Describe the service/work (<u>including the URL link</u>) that the above bidder provided to you in relation to their demonstrated knowledge and experience in system development, analysis, maintenance and support of the workflow-based systems.			
Performance Risks	Below requirements	Meets requirements	Exceeds requirements
Demonstrated knowledge and experience in system development			
Demonstrated knowledge and experience in business and system analysis			
Maintenance and Technical Support of the workflow-based system			
Overall Impression	Other comments:		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
Completed by:			
Signature:			
Company name:			
Contact telephone number:			
Date:			

ANNEXURES – ATTACHED AT END OF DOCUMENT	
BIDDER ANNEXURES	
Annexure Number	Annexure Title

