



**National
Research
Foundation**

Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS LISTED IN THIS DOCUMENT

Bid Number NRF/SAEON/ICT/2018_26

BID DESCRIPTION

Three (3) years support contract including monitoring, system optimization, technical integration, and operationalization to the Super Micro High Performance Computing (HPC) Application Stack including the acquisition and installation of two Super Micro Twin servers or equivalent into the current infrastructure for Agricultural Research Council Computing Platforms Hosted by SAEON (South African Environmental Observation Network) based in Cape Town.



**National
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TABLE OF CONTENTS

SECTION A.	INVITATION TO BID (SBD 1A)	3
SECTION B.	TERMS AND CONDITIONS FOR BIDDING (SBD 1B).....	6
SECTION C.	SCOPE OF WORK	11
SECTION D.	BID SUBMISSION PACK	15

SECTION A. INVITATION TO BID (SBD 1A)

Bid number NRF/SAEON/ICT/2018_26

Closing date and time 31/07/2018 at 16:00pm

HIGH LEVEL SUMMARY OF BID REQUIREMENTS

1. Provision of support services including monitoring, system optimization, technical integration, operationalization to the Super Micro High Performance Computing (HPC) Application Stack equipment (located physically at the South African Astronomical Observatory (SAAO), Liesbeek Parkway, Cape Town) for three years.
2. Acquisition, and installation of components for two Super Micro Twin servers or equivalent into the larger High Performance Computing (HPC) Application Stack situated at the South African Astronomical Observatory (SAAO), Liesbeek Parkway, Cape Town)

Bid response documents are deposited in the tender box situated at:

PHYSICAL ADDRESS:

National Research Foundation
Meiring Naude Road
Brummeria
Pretoria

Follow the signs "NRF" from Meiring Naude Road to the NRF entrance

Prior to the CSIR Campus South Gate
On the right hand side of the circle
Bid Box at the left side of the Gate Entrance

Opening hours are twenty four hours, seven days a week

GPS coordinates

S 25.7557988, E 28.2738249,17

Dimensions of tender box opening

200 mm wide and 580 mm long

ADDRESSED AS FOLLOWS:

On the face of each covering envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address

On the face of each technical envelope and price envelope, the same information.

Bidding procedure enquiries may be directed in writing to:		Technical information may be directed in writing to:	
Section	SCM	Section	ICT
Contact person	Lawrence Matsena	Contact person	Shaun Swanepoel
E-mail address	law@saeon.ac.za	E-mail address	networks@saeon.ac.za

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			
VAT Registration Number			

Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE]					
Are you the accredited representative in South Africa for the goods /services/works offered?	<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 following questionnaire]	
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
<p>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.</p> <p>Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of their tax compliance status must be obtained from the supplier.</p>					

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

1. BID SUBMISSION:	
1.1	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the bid document., being all documents bound in a volume per envelope and the bid document is correctly referenced to the bidder’s supplied reference material.
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.
1.4	The successful bidder will be required to fill in and sign a written contract form (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status.
2.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za .
2.4	Bidders may also submit a printed TCS certificate together with the bid.
2.5	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.
2.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
3. TWO ENVELOPE SYSTEM	Yes
4. VALIDITY PERIOD FROM DATE OF CLOSURE	90 days
5. BRIEFING SESSION OR SITE VISIT DETAILS	
Attendance:	Not applicable
Date and Time	Not applicable
Venue	Not applicable

Address	Not applicable
Contact Person	Not applicable
6. ACKNOWLEDGEMENT OF READING EACH PAGE	
The bidder warrants by signature in this document that the bidder has read and accepts each page.	
7. CENTRAL SUPPLIER DATABASE REGISTRATION	
Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.	
8. CLARIFICATION	
If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.	
9. RESPONSE PREPARATION COSTS	
The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.	
10. TWO ENVELOPE SYSTEM	
The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase (the first envelope) as the evaluators receive the price details (the second envelope with the SBD 3 (price summary schedule and detailed supporting pricing documentation) for price evaluation after completion of the technical selection stages. An outer envelope addressed as stated in this document encloses both envelopes.	
11. COLLUSION, FRAUD AND CORRUPTION	
Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.	
12. FRONTING	
The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.	
13. DISCLAIMERS	

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document.

Where the NRF discovers deviations within the Returnable Documents List, the NRF assess these as minor and major deviations:

The NRF assess discovered deviations within the Returnable Documents List and class them as minor and major deviations:

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

Stage 2 – Evaluation of Bids against Technical Specifications

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

Stage 2A – Evaluation of Bids against Specifications including Quality

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

Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications

Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short listed bidders at this stage.

Stage 2C – Due Diligence Research

The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s).

Stage 3 – Price/Preference Evaluation

Basis of fair competition:

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

Ranking of the bidders pricing:

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

Stage 4 – Checking Tax Compliance

Stage 4A – South African Resident Taxpayers

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

Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of their tax compliance status must be obtained from the supplier.

Stage 4B – Non-Resident Foreign Bidders

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

Stage 5 – Award and Contract Signing

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

CANCELLATION OF THE BID PRIOR TO AWARD

Procurement not required

The NRF cancels the Bid Invitation prior to making an award if due to changed circumstances there is no need for the specified procurement in the document.

No Acceptable Bids

The NRF cancels the Bid Invitation prior to making an award if it receives no acceptable bids i.e. that do not meet the minimum requirements set out in this document.

Invalid Bid Procedure

The NRF cancels the Bid Invitation prior to making an award if a material irregularity occurred in the bid process.

Insufficiency of Funds or Bids not within a fair price range

The NRF cancels the Bid Invitation prior to making an award if the funds are no longer available to cover the total envisaged expenditure or if the price offered by the bidder scoring the highest points is not market related.

The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation. The NRF only negotiates price, and no other component, with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved.

SBD 1 SIGNATURE

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION C. SCOPE OF WORK

INTRODUCTION TO THE NRF

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

INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID

The South African Environmental Observation Network (“SAEON”), a business unit within the NRF, has the mandate to conduct Long Term Environmental Research to detect and understand the impacts of Global Change in South Africa. It has situated six SAEON nodes strategically across geographic regions representing the country’s major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs, its own and its partners, designed to monitor and understand earth system dynamics and human induced changes to these over multiple scales. SAEON advances these initiatives through the development of a coordinated instrument network that contributes to quality, long-term environmental data for research that guides evidence-based policy and decision-making. SAEON is committed to scientific excellence. SAEON hosts infrastructure for different organisations and managed these in the conducting environmental observations.

CONTEXT OF THIS PROCUREMENT

SAEON hosts Agricultural Research Council (ARC) and Department of Environment Affairs equipment within its information infrastructure located physically at the South African Astronomical Observatory (SAAO), Liesbeek Parkway, Cape Town. SAEON manages the operations of this High Performance Computing (HPC) Application Stack. With the Agricultural Research Council transferring calculation intense software and leveraging the existing the High Performance Computing Application Stack as part of its cost containment measures, the High Performance Computing Application Stack requires refurbishment of certain components to increase the performance of the High Performance Computing Application Stack.

CONTRACT PERIOD

Three (3) years.

INTERDEPENDENCIES TO THE EXISTING HIGH PERFORMANCE COMPUTING APPLICATION STACK

Both the support services and the two new servers are in support of the existing High Performance Computing Application Stack equipment located physically at the South African Astronomical Observatory (SAAO), Liesbeek Parkway, Cape Town. To allow bidders to assess the monitoring support time for their bids, the existing High Performance Computing (HPC) Application Stack is detailed below:

B.1 COMPUTER NODES

Part Number	Item description	Quantity per one node	Total number of nodes
SYS-4048B-TR4FT	QUAD SOCKET E7 SERIES SUPER SERVER	1	6
MEM-DR432L-SL01-LR21	32GB DDR4-2133 4RX4 LP ECC LRDIMM	64	6
P4X-MPE74830V4-SR2S3	BDW-EX 14C E7-4830V4 2.0G 35M 8GT/S QPI	4	6
HDD-ST9500620NS	SEAGATE 2.5" 500GB SATA 7.2K RPM 64M	2	6
AOC-STGN-I2S	SUPERMICRO DUAL 10GBE 82599ES CONTROLLER	1	6

B.2 STORAGE

Head Nodes

Part Number	Item description	Quantity per one unit	Total number of units
SSG-6048R-DE2CR24L	SSG-6048R-DE2CR24L HA STORAGE PLATFORM	1	2
P4X-DPE52603V4-SR2P0	BDW-EP 6C E5-2603V4 1.7G 15M 6.4GT QPI	4	2
MEM-DR416L-SL01-ER21	SAMSUNG 16GB DDR4-2133 2RX4 LP ECC REG	8	2
AOC-STGN-I2S	SUPERMICRO DUAL 10GBE 82599ES CONTROLLER	2	2
AOC-SLG3-2M2	SUPERMICRO PCIE ADD-ON CARD FOR M.2 - OS	2	2
HDS-M2M-MZVPV128HDGM000	SAMSUNG SM951,128GB,NVME VER,PCIE3.0X4,MLC,M.2,22X	2	2
HDD-ST4000NM0025	SEAGATE 3.5" 4TB SAS 12GB/S 7.2K RPM 128MB MAKARA	16	2
CBL-SAST-0573	1M EXTERNAL MINI SAS HD TO EXTERNAL MINI SAS	4	2
P73-06165	MICROSOFT WIN SERVER STD 2012 R2 2 CPU / 2 VM DSP	2	2

B.3 JBODS

Item	Item description	Quantity per one unit	Total number of units
SSG-937R-E2CJB	SBB JBOD 16 BAY SAS3	1	8
HDD-ST4000NM0025	SEAGATE 3.5" 4TB SAS 12GB/S 7.2K RPM 128MB MAKARA	16	8

CBL-SAST-0573	1M EXTERNAL MINI SAS HD TO EXTERNAL MINI SAS	2	8
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B.4 SWITCH

Part Number	Item description	Quantity
SSE-X3348SR	SUPERMICRO SSE-X3348SR	1
CSE-PT52L	RACK MOUNT KIT FOR SSE-X24SR	1
CBL-SFP+AOC-1M	CABLE - 1 metres	20
CBL-SFP+AOC-3M	CABLE – 3 metres	20

B.5 OPERATING SYSTEM SOFTWARE

Description	Quantity
Windows server 2012 R2	According to the number of cores supporting the compute and schedule nodes

B.6 APPLICATION SOFTWARE

Line Number	Item	Description	Quantity
1	CMLIN	MATLAB (Individual)	1
2	CVPIN	Computer Vision System Toolbox (Individual)	1
3	CCFIN	Curve Fitting Toolbox (Individual)	1
4	CDSIN	DSP System Toolbox (Individual)	1
5	CIAIN	Image Acquisition Toolbox (Individual)	1
6	CIPIN	Image Processing Toolbox (Individual)	1
7	CMGIN	Mapping Toolbox (Individual)	1
8	CNNIN	Neural Network Toolbox (Individual)	1
9	CDMIN	Parallel Computing Toolbox (Individual)	1
10	CSGIN	Signal Processing Toolbox (Individual)	1
11	CSTIN	Statistics and Machine Learning Toolbox (Individual)	1
12	CDWIN	MS Windows for researchers	288

DETAILED SPECIFICATION

Specification 1: Knowledge

The service provider provides data sheets demonstrating its management of the different technologies incorporated in the current infrastructure listed in the section "Interdependencies to the Existing High Performance Computing Application Stack". The data sheets detailing support services, experience, and knowledge of similar High Performance Computing Application Stack as described above. The data sheets are supported by record of previous support services provided for SuperMicro server, SuperMicro storage, and SuperMicro network; knowledge and experience of Matlab application software (installation, operationalization and management), three references in the reference template (on page 32), certified partner for SuperMicro infrastructure, certified partner for Matlab application software.

Specification 2: System Support Services

The service provider provides a management support service consisting:

- Real time proactive monitoring and alert management of the entire HPC Application Stack 7 days a week x 24 hours including the entire application infrastructure, operating system, the specialised features of the operating system and the Matlab application. The performance requirements are set out in the performance section of this document. The response times are set out in the service delivery conditions section of this document;
- Technical integration of components where these are changed, added to, or removed (with reference to Specification 3 below as the initial project);
- Optimising the utilisation of the HPC's infrastructure resources (e.g. memory utilisation, central processing unit performance) to support the Matlab application and its performance;
- Safeguard the continued reliability to have the HPC 98%, as a minimum, available to users by monitoring, executing actions to lower downtime due to faults, and faster fault resolution;
- Regular (monthly) performance and capacity review and reporting;
- Presence (office) in Cape Town to monitor remotely and on site

Specification 3: Components for the HPC stack infrastructure

Supply and install components for two SuperMicro Twin servers to the High Performance Computing Application Stack

- 2 x 1400W redundant digital power supplies for SuperMicro Twin server;
- 2 x Microsoft Windows Server Software STD 2012 R2 2 CPU/2 VM DSP;
- 2 x 10-way metal power duct (black) to integrate the two SuperMicro Twin servers into the HPC Application Stack;
- 4 x 1.8M power extension cables male-female;
- 1 x Mobile Matlab distributed computing job scheduler with processing capability providing an effective distributing computing design, control, task scheduling and application environment with a minimum of:
 - Quadcore I7 @ 2.9Ghz processor
 - Windows 10 Pro/ Windows Server operating system
 - High performance graphics
 - 32 GB RAM
 - 1 TB SSD drive

- 1 TB SATA drive
- 17.3-inch-high resolution screen

SECTION D. BID SUBMISSION PACK

TABLE OF CONTENTS

SETS OF BID DOCUMENTS REQUIRED:	16
RETURNABLE DOCUMENTS CHECKLIST	16
PRE-QUALIFICATION ELIGIBILITY CRITERIA	18
SBD 3.1: PRICING DETAIL	19
SPECIAL CONDITIONS OF CONTRACT.....	21
MANAGEMENT OF PERFORMANCE LEVELS	23
SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	24
PREFERENCE POINTS CLAIMED (SBD 6.1).....	26
SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES.....	31
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	31
REFERENCE LETTER FORMAT	32
GENERAL CONDITIONS OF CONTRACT	33
BID SUBMISSION CERTIFICATE FORM - (SBD 1).....	48

SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL bid documents for contract signing

2

Bidders must submit the above number of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The NRF with the awarded bidder sign these documents in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.

Number of EVALUATION copies (physical documents) or secured pdf:

3 copies of evaluation documents split into two envelopes. The bidder binds each document set (i.e. two envelopes with 3 bound sets in each)

Bidders mark documents as "**Copy for evaluation**" and number all pages sequentially. Bidders mark the secured pdfs on the electronic storage medium as "**Copy for evaluation**"

RETURNABLE DOCUMENTS CHECKLIST

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

Legislative/Technical Documents

Compliance

(M – Mandatory); (O – Optional)

		Submitted	Bid Section Reference	Reference to Bidder's document
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6	
Declaration of Interest with Government (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 24	
Preference Points Claimed (SBD 6.1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 26	
Declaration of Past SCM Practices (SBD 8), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 31	

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Certificate of Independent Bid Determination (SBD 9), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 31	
Three (3) written references with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of "Meets requirements." In addition, details of five additional customers for the last two years where practical to enable verbal references.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 32	
Reference 1: From:	M	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Reference 2: From:				
Reference 3: From:				
Data sheets demonstrating management of the technologies in the current HPC infrastructure services provided for SuperMicro server, SuperMicro storage, and SuperMicro	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 1 on page 14	
Record of previous support network and knowledge and experience of Matlab application software	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 1 on page 14	
Certification as partner for SuperMicro infrastructure	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 1 on page 14	
Certification as a partner for Matlab application software	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 1 on page 14	
Data sheets setting out the services provided for this HPC stack	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 2 on page 14	
Data sheets for the components for the two Super Micro Twin servers	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 3 on page 14/15	
Data sheets for the Mobile Matlab distributed computing job scheduler inclusive of its infrastructure	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Specification 3 on page 14/15	
Pricing Documents	Compliance			
Summary pricing (SBD 3) in this document, to be completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 19	

PRE-QUALIFICATION ELIGIBILITY CRITERIA

Pre-Qualifying Criteria	A minimum B-BBEE status level	6
Pre-Qualifying Criteria	An exempted micro enterprise (EME) or qualifying small enterprise (QSE)	Not Applicable
Subcontracting to an EME or QSE which is at least 51% owned by black people)	Not Applicable	
Subcontracting to an EME or QSE which is at least 51% owned by black youth	Not Applicable	
Subcontracting to an EME or QSE which is at least 51% owned by black women	Not Applicable	
Subcontracting to an EME or QSE which is at least 51% owned by black disabled people	Not Applicable	
Subcontracting to an EME or QSE living in rural or undeveloped areas or townships	Not Applicable	
Subcontracting to a cooperative which is at least 51% owned by black people	Not Applicable	
Subcontracting to an EME or QSE which is at least 51% owned by black military veterans	Not Applicable	
Subcontracting to an EME or QSE	Not Applicable	
A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.		

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1 The service provider, as per documentation referenced in the last column, demonstrates meeting the <u>knowledge specification</u> as set out in the bid	<input type="checkbox"/> YES <input type="checkbox"/> NO	Specification 1: Knowledge on page 14	

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
<p>2 The service provider, as per documentation referenced in the last column, demonstrates meeting the <u>system support services specification</u> as set out in the bid section</p> <p>The service provider, as per documentation referenced in the last column, demonstrates meeting the HPC Stack components specification for SuperMicro Twin servers as set out in the bid section</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO	Specification 2: System Support Services on page 14	
<p>3 The service provider, as per documentation referenced in the last column, demonstrates meeting the <u>HPC Stack components for SuperMicro Twin servers specification</u> as set out in the bid section</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO	Specification 3: Components for the HPC stack infrastructure on page 14/15	
<p>4 The service provider, as per documentation referenced in the last column, demonstrates meeting the <u>Mobile Matlab distributed computing job schedulers</u> specification as set out in the bid section</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO	Specification 3: Components for the HPC stack infrastructure on page 14/15	

SBD 3.1: PRICING DETAIL

Pricing Special Conditions

1	<p><u>Pricing Schedule:</u> In terms of <u>General Conditions of contract clause 17.1</u>, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:</p>
1A	<p><u>Firm Quantities over the Contract Period:</u> The NRF requires firm set quantities over the current period with the time of delivery being determined during the contract period.</p>
1B	<p><u>Estimated quantities over the Contract Period:</u> The NRF may require further quantities over the current period with the actual quantity and time of delivery being determined during the contract period. For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing are over the contract period for bidders to establish their pricing. The NRF states that reason for estimation either (a) future operational requirements for which quantities and timing are not yet known at the date of bid and/or (b) the estimate is dependent on future funding, the NRF states this clearly.</p>
1C	<p><u>Quantities ordered as and when required:</u> The NRF, as and when needed during the contract period, orders necessary quantities under the contract. The NRF does not provide guarantees or commitments that it</p>

SBD 3.1: PRICING DETAIL

will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services will only be from the contracted party.

1D **Placement of written purchase orders:** The NRF manages the execution of the contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the fixed unit price - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.

1E **Contract Ceiling Price:** With these estimates in the bid contract, the contract ceiling price includes both the firm quantities and the potential future quantities within the contract ceiling price. As the NRF orders quantities as and when required, the NRF pays only for the verified delivered quantity per each purchase order at the prices set out in this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.

1F **Price Adjustments:** In terms of General Conditions of Contract clause 17.1, the following price adjustments with the rules for application are set out below as special conditions of Contract Clause 17.1.

Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally amongst the parties.

Project work, unforeseen at the date of issue of this bid, is managed in terms Clause 13 of the General Conditions of Contract on an assessment, quotation and agreed pricing.
Project work is priced at materials and labour time when required.

2 Price quoted is South African Rands in terms of General Conditions of contract clause 16.4

3 Price Quotation Basis Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2.

Price Delivery Point: In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.

Delivery points are:

South African Astronomical Observatory (SAAO), Liesbeek Parkway, Cape Town

4 Detail Pricing Support: Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD 3

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

PRICING SCHEDULE

	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
Year 1					
1	12	Monitoring and support as per Specification 2:	Months		

	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
		System Support Services on page 14			
2	2	1400W redundant digital power supplies for SuperMicro Twin server as per Specification 3 on page 14	Each		
3	2	Microsoft Windows Server STD 2012 R2 2 CPU/2 VM DSP (perpetual licence) as per Specification 3 on page 14	Each		
4	2	10 way metal power duct (black) to integrate two SuperMicro Twin servers into an existing HPC Application Stack as per Specification 3 on page 14	Each		
5	4	1.8M power extension cables male-female as per Specification 3 on page 14	Each		
6	1	Mobile Matlab distributed computing job scheduler as per specifications as per Specification 3 on page 14	Each		
Year 2					
7	12	Monitoring and support as per Specification 2: System Support Services on page 14	Months		
Year 3					
8	9	Monitoring and support as per Specification 2: System Support Services on page 14	Months		
Total Cost is determined by multiplying quantity by unit price for all line items					
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)				R	

SPECIAL CONDITIONS OF CONTRACT

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

1 Implementation Planning and Project Management

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

2 Performance verification

SPECIAL CONDITIONS OF CONTRACT

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

Further verification steps are set out below:

Both parties, after implementing the change, conduct verification to determine the changes have meet the specification, fully integrated, and system performance optimised with the change.

Both parties sign the delivery and verification documentation once satisfied the performance has been delivered to their satisfaction.

3 **Software Maintenance Service**

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

4 **Contracted Party Due Diligence:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

5 **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.

6 **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.

SPECIAL CONDITIONS OF CONTRACT

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

- 8 **Response times for support callouts:** The NRF specifies the falling response services as set out below and, for each, specifies in the section "Management of Performance Levels: the performance levels.

Aspect of Service	Acknowledge	Resolution starts
Critical Issue: Unable to use infrastructure for its intended application	Same working day or the next day where after hours	Remote action same day On-site next day if required
High Impact: affects speed or efficiency of operations	Next working day	Remote action next day
Low Impact: Routine improvement and maintenance	Next working day	Schedule within a working week from acknowledgement

MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.
2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
3. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.
4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.

MANAGEMENT OF PERFORMANCE LEVELS

5. If the contracted bidder fails to meet any performance level:
1. the contracted bidder shall investigate and report on the root causes of the performance level failure;
 2. promptly correct the failure and begin meeting the set performance levels;
 3. advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
 4. take appropriate preventive measures to prevent the recurrence of the performance level failure.
6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Maintaining uptime of the infrastructure (See Specification 2 (page 14))	Down time as a percentage of the total available time for each month	Penalty is 10% of the monthly invoice value where the system is down for longer than 5% of the available time per month
Delivery of the infrastructure components	Both parties jointly check and confirm specifications are met	Penalty – replacement of failed parts and transport cost paid by contractor
	Delivery delay exceeding 5 working days from the delivery date set in the placed purchase order	Penalty – 10% of invoice value and the penalties in GCC 22 in the general clause section
System performance	Both parties jointly check and confirm system performance level maintained against the standard set by SAEON quarterly	Penalty is 10% of the monthly invoice value where the system performance for the month is lower than that of the previous month's agreed standard
Performance and capacity review and reporting.	Receipt of the monthly reports five days after the calendar month end	Penalty is 10% of the monthly invoice value where the reports are two weeks overdue
Response times for support callouts as set out in Special Conditions 8	Measured as actual resolution start date exceeds the contracted resolution start date	Penalty is 10% of the monthly invoice value where the actual resolution is more than one day late

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

The Bidder is employed by the State; and/or

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

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

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule.	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule:	

PREFERENCE POINTS CLAIMED (SBD 6.1)

Preference points claim form for broad-based black economic empowerment (B-BBEE) status level of contribution in terms of the preferential procurement regulations 2017
NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.
1. GENERAL CONDITIONS
4.1. The following preference point systems are applicable to all bids:

PREFERENCE POINTS CLAIMED (SBD 6.1)

13.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

13.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

4.2. Points for this bid shall be awarded for:

4.2.1. Price; and

4.2.2. B-BBEE Status Level of Contributor

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

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

14. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad 90/10$$

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \qquad \qquad \text{or} \qquad \qquad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

16. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1)

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

17. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

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

(Tick applicable box)

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

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

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

18. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: <ol style="list-style-type: none"> 1. Has been requested to submit a Bid in response to this Bid invitation; 2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and 3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

REFERENCE LETTER FORMAT

Referee Letterhead

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number:

NRF/SAEON/ICT/2018_26

Bid Description Three (3) years support contract including monitoring, system optimization, technical integration, and operationalization to the Super Micro High Performance Computing (HPC) Application Stack including the acquisition and installation of two Super Micro Twin servers or equivalent into the current infrastructure for Agricultural Research Council Computing Platforms Hosted by SAEON (South African Environmental Observation Network) based in Cape Town

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Completion times on resolving performance issues			
Satisfaction with work done			
Monitoring identified performance issues and rapid resolution			
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:	

GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	Definitions - The following terms shall be interpreted as indicated:
1.1	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..

GENERAL CONDITIONS OF CONTRACT

1.3	“ Contract price ” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	“ Corrupt practice ” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	“ Countervailing duties ” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	“ Country of origin ” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	“ Day ” means calendar day.
1.8	“ Delivery ” means delivery in compliance of the conditions of the contract or order.
1.9	“ Delivery ex stock ” means immediate delivery directly from stock actually on hand..
1.10	“ Delivery into consignees store or to his site ” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	“ Dumping ” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	“ Force majeure ” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	“ Fraudulent practice ” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“ GCC ” mean the General Conditions of Contract.
1.15	“ Goods ” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“ Imported content ” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“ Local content ” means that portion of the bidding price, which is not included in the imported content if

GENERAL CONDITIONS OF CONTRACT

	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 laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	No additional standards required.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any

GENERAL CONDITIONS OF CONTRACT

	provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	<p>Copyright and Intellectual Property</p> <p>Intellectual property is refers to creations 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. In exchange for this right, the patent owner makes technical information about the invention publicly available in the published patent document). The owner of the intellectual property can licence the use of such to third parties. Third parties cannot use the owner's intellectual property without such a written licence. Intellectual property, that is registered, has legal protection enabling the owner to earn recognition or financial benefit from what they invent or create.</p> <p>Background intellectual property is defined in this agreement as the intellectual property owned by the parties to this contract prior, during and after this contract has expired.</p> <p>Contract intellectual property is defined as intellectual property, as defined above, created by the parties to this contract in the execution of the contract. The special conditions to this contract conditions sets out the allocation of ownership rights to the created intellectual property with the default being both parties jointly own the created intellectual property.</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 parties grant the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its intellectual property for the duration of this contract enabling the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in intellectual property created during the execution of this contract invests with both parties unless where agreed in writing to a different allocation of the</p>

GENERAL CONDITIONS OF CONTRACT

	<p>ownership of the created intellectual property as set out in the below special condition.</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> <p>The contracted parties, in accordance with the agreed allocation of ownership of intellectual property, assist each other in obtaining statutory protection for the created intellectual property at their own expense.</p> <p>Both contracted parties party shall procure where necessary the signatures of its personnel for the assignment of their respective intellectual property to each other, or as the National Research Foundation may direct, and to support each other or their nominees, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted parties irrevocably appoints each other 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 in order to give effect to the terms of this clause.</p>
<p>SCC5B</p>	<p>Confidentiality</p> <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 National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:</p> <ol style="list-style-type: none"> 1. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent. 2. 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 3. 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> <ol style="list-style-type: none"> 1. Disclose the confidential information to any third party, or 2. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, <p>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> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ol style="list-style-type: none"> 1. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;

GENERAL CONDITIONS OF CONTRACT

	<p>2. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</p> <p>3. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or</p> <p>4. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.</p> <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <p>1. All written disclosures received from the NRF;</p> <p>5. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and</p> <p>6. All material embodiments of the contract intellectual property.</p> <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	<p>Protection of Private Information</p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	<p>Patent rights</p>
6.1	<p>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.</p>
GCC7	<p>Performance security</p>
7.1	<p>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.</p>
7.2	<p>The proceeds of the performance security shall be payable to the purchaser as compensation for any</p>

GENERAL CONDITIONS OF CONTRACT

	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 style="padding-left: 40px;">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 style="padding-left: 40px;">7.3.2 a 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.
SCC7A	No performance security is required.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract

GENERAL CONDITIONS OF CONTRACT

	because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	No additional requirements for this bid
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	No additional requirements for this bid
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	Where equipment and/or software is introduced, full documentation including manuals are delivered with the delivery documentation that details each component being delivered
GCC11	Insurance
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11A	NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC12	No additional requirements for this bid.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

GENERAL CONDITIONS OF CONTRACT

	<p>13.1.3 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>13.1.4 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</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.
SCC13A	<p>No additional requirements to the above for this bid unless separately specified below:</p> <ul style="list-style-type: none"> • Root cause analysis per unforeseen event; • Resolution of unforeseen event or requests from the Agricultural Research Council; • Firmware and software upgrades not known at the time of the bid.
SCC13B	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
SCC13C	The NRF does not include the cost of incidental goods or services price contingent on future events not determinable at the date of the issue of this bid contract in the ceiling contract. The NRF reserves the right to include a contingency amount in the ceiling contract price to fund the potential use of Clause 13 as set out in Clause 13.2 read with SCC13B.
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 style="padding-left: 40px;">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 style="padding-left: 40px;">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>
SCC14.1A	Supply replacements for the components making up the HPC stack infrastructure
SCC14.1B	The supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time the list is amended, updated or re-priced
SCC14.1C	The supplier holds or has available adequate supplies of spare parts to enable delivery upon receipt of the spares purchase order issued under this GCC.
SCC14.1D	Prices for spare parts charged by supplier not included in this contract's initial price schedule (SBD 3.1)

GENERAL CONDITIONS OF CONTRACT

	<p>shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares.</p> <p>The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.</p>
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.
SCC15A	The warranty period in Clause 15.2 for delivery or performance that has been accepted by the NRF at the final destination indicated in the contract shall not read twelve (12) months rather shall read as thirty-six (36) months
SCC15B	No additional requirements for this bid, unless the scope contains an extended period defined as a time extension from thirty-six months warranty to a longer warranty period.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16.1A	Payment terms are as follows:

GENERAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT

	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: <ul style="list-style-type: none"> 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
SCC23.2A	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector

GENERAL CONDITIONS OF CONTRACT

	for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	<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 style="margin-left: 40px;">23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p style="margin-left: 40px;">23.6.2 The date of commencement of the restriction</p> <p style="margin-left: 40px;">23.6.3 The period of restriction; and</p> <p style="margin-left: 40px;">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 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure

GENERAL CONDITIONS OF CONTRACT

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 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

GENERAL CONDITIONS OF CONTRACT

	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
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, 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
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the

GENERAL CONDITIONS OF CONTRACT

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

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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

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

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

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

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

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

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

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 8, SBD 9) is correct and I

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
WITNESS 1	
NAME	
SIGNATURE	
WITNESS 2	
NAME	
SIGNATURE	
DATE	