



**Bid Number :** NRF/SAASTA/01/2019-2020

**Closing date : 26 July 2019**

**Time : 11H00 AM**

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| --- | --- |
| **BID DELIVERY DETAILS** | |
| **Physical address:**  Tender Box at the pavement Entrance of the Didacta Building, 211 Nana Sita Street, Pretoria, 0001  GPS coordinates: 25° 45’03,30”S & 28° 11’21,42”E  Accessible: 24 Hours with the opening having dimensions of 10cm x 40 cm | **Addressed as follows:**  On the face of each envelope, the Bid Number and Bidder’s Name, Postal Address, Contact Name, Telephone Number and Email Address.  The same applies for the two envelopes inside (Technical Response and Pricing Response) All documents are bound in one folio for each envelope |

**Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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## INVITATION TO BID

**FOR THE PROVISION OF PAYROLL MANAGEMENT FOR INCUMBENTS OF CONTRACTED PROGRAMMES FOR THREE YEARS**

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# INTRODUCTION

## INTRODUCTION TO THE NRF

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

## INTRODUCTION TO THE BUSINESS UNITS PARTICIPATING IN THIS CONTRACT

The NRF Corporate HR manages the organisation’s human resources and pay management systems across the NRF having the responsibility of managing obligations to the South African Revenue Services and other statutory third parties. The direct management of pay is at the business units’ level within the organisation. At this level the participating business units are the South African Agency for Science and Technology Advancement (SAASTA) and Research and Innovation, Support and Advancement (RISA) division of the NRF. South African Agency for Science and Technology Advancement (SAASTA) business unit has the mandate to advance public awareness, appreciation and engagement of science, technology, engineering, mathematics and innovation (STEMI) in South Africa. Please visit the SAASTA website (http://saasta.ac.za) for more information. The Grants Management & Systems Administration (GMSA) directorate of RISA has the mandate to implement management of grants on behalf of the funding directorates of the RISA including the internship programme grant. Please visit the NRF website (https://www.nrf.ac.za) for more information.

## CONTEXT OF THIS PROCUREMENT NEED

The two business units manage programmes on behalf of the executive authority, Department of Higher Education and Training which now is incorporating Department of Science and Technology as well as clients such as Department of Trade and Industry. These programmes are for the short term training of youth both within the business units of the NRF (interns/volunteers) and within the science engagement field (e.g. at science centres). The NRF manages these within it human resources function and, by nature of these contracts, outsources the payroll function within its responsibilities of managing its obligations to SARS. These programmes require the NRF to manage each as a subsidiary payroll to meet the funders’ obligations with the human resources management being in the business units managing the specific programme. The largest, the intern programme, is within the RISA division based at the NRF’s head office with multiple programmes being managed through the SAASTA business unit. The desired outsourcing includes the ability to run multiple payrolls, full spectrum payroll management inclusive of payroll master files maintenance, processing time worked, calculating the payroll, deduction management, payslips production, electronic transfer of net pay, leave pay management, and reporting to provide full payroll reconciliations as well deduction inputs for UIF, SDL, and PAYE for inclusion in the NRF pay system managed by NRF Corporate for these statutory deductions. The NRF Corporate manages the IRP5 reconciliations including issue of IRP5s for all employees paid by the NRF.

SAASTA, in fulfilling this role for programmes involving the training of youth, manages the trainees through its human resources section. SAASTA manages a number of such programmes running each programme as a separate payroll for contract performance verification especially as the number of programmes as well as the youth within such programmes will change as programmes are expanded, reduced, closed out, and new programmes are added.

Upon completion of the current contract, the programme payrolls will be transferred to the new contract.

The contract commences with the following two SAASTA Programmes being:

1. NATIONAL YOUTH SERVICE PROGRAMME (NYS)

National Youth Service Programme is a government-wide initiative that seeks to contribute to the enhancement of youth as current and future social capital of the country by inculcating in young people a culture of service support through participating constructively in nation building activities; an understanding of their role in the promotion of civic awareness and national reconstruction; giving them skills; knowledge and abilities to make the transition to adulthood; improving their employability through opportunities for work experience, skills development and support to gain access to economic and further learning opportunities; and enhancing the delivery of the country’s development objectives, especially to disadvantaged and underserved communities.

1. SCIENCE AND TECHNOLOGY YOUTH JOURNALISM PROGRAMME (YSTJ)

The Department of science and Technology initiated the Innovation Partnership for Rural Development Programme (IPRDP) to gather knowledge, evidence and learning for integrating innovation technologies in improving access and quality of public service delivery by demonstrating technologies in various sectors ranging from water, sanitation, energy and ICT. The IRPDP promotes interest in science and technology amongst the disadvantaged youth through the Science and Technology Youth Journalism (YSTJ) Programme with its goals being to enhance interest in science and technology in local communities, create recognition of indigenous and grass root innovation existing in communities and capturing of information, gather lessons of value added from the demonstrated technologies to the entire community, develop basic science journalism skills for the youth, and enhance understanding of the importance of science and technology.

The contract will commence with three hundred (300) for NYS and fifty (50) for (YSTJ) per year. The total number of volunteers will be three hundred and fifty (350). These numbers will increase with the closure of the current contract and the transfer of those programmes to the new contract. This is an estimate of additional 1 164.

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| --- | --- | --- | --- | --- | --- | --- | --- |
| PRE-QUALIFICATION ELIGIBILITY CRITERIA | | | | | | | |
| **B-BBEE REQUIREMENT** | | | | | | | |
| Minimum status B-BBEE level required | | Yes | | | | | |
| Minimum status level | | 4 | | | | | |
| **Verification Certificate Submitted** | ❑ Yes ❑ No | | | **Sworn Affidavit Submitted** | | | ❑ Yes ❑ No |
| A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified. | | | | | | | |
| **BUSINESS RESCUE** | | | | | | | |
| Business must disclose whether in business rescue | | | Yes | | No | Tick which applies | |
| A bidder in business rescue is automatically disqualified. | | | | | | | |

# PART A - CONTRACT

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| --- |
| DETAILED SERVICE SPECIFICATIONS |
| 1. **NRF business units’ responsibilities to the bidder**    1. The business units provide the cost codes against which payroll expenditure is accounted for each programmes’ payrolls to the appointed bidder.    2. The business units provide the leave rules for each programmes’ payrolls to the appointed bidder.    3. The business units provide the NRF’s Consolidated HR applicable to the payroll processing to the appointed bidder.    4. The business units provide the list of programmes, number of people to be paid, and any pertinent information required to administer the payroll services for the programmes that the business units are managing to the appointed bidder.    5. The business units recruit the volunteers/interns/trainees for the programmes they are managing.    6. The business units are responsible for the capturing of human resources data into their Human Resource records.    7. The business units provide all information for new additions, changes to current, and all resignations to the appointed bidder.    8. The business units provide information in soft copy and in printouts to the appointed bidder    9. The business units provide the list of verifiers and authorisers for each type of input to the appointed bidder. 2. **Payroll master file maintenance service**    1. The appointed bidder keeps separate each of the payrolls allowing for accurate reporting on each payroll against the business units’ income contracts.    2. The appointed bidder manages the payroll master files.    3. The appointed bidder manages the leave master files – the appointed bidder creates and updates the leave master files for type of leave (annual, sick, study, maternity), total leave days per type, the accumulation rules.    4. The appointed bidder manages the pay type master files - the appointed bidder creates and updates the master files for each type of pay/stipend    5. The appointed bidder creates the statutory master data codes to manage and run the payrolls.    6. The appointed bidder interacts with SARS and other statutory institutions to obtain all SARS static data including but not limited to the PAYE deduction tables, tax tables, UIF rate tables, COIDA rate tables.    7. The appointed bidder provides electronic and printed audit trails of all changes to the business units’ contract manager for verification.    8. The business units resolve any queries with the appointed bidder within 48 hours.    9. The appointed bidder will monitor all local regulation and ensure its payroll application software is updated for the latest legislation changes.    10. The appointed bidder liaises with NRF Corporate HR on an changes to legislation that impacts the NRF’s payroll ecosystem. 3. **Registering employees service**    1. The business units will provide all biographic information including bank details; pay rate, leave allotments for adding new people to the payroll to the appointed bidder.    2. The appointed bidder will create the master record per person and load biographic information and capture change, including banking details.    3. The business units will provide resignations and changes including effective date to the appointed bidder.    4. The appointed bidder will update the master records accordingly.    5. The appointed bidder will provide audit trails of all changes to the master records to the business units for verification.    6. The business units will confirm accuracy and validation within 24 hours of receipt of the audit trails to the appointed bidder.    7. The appointed bidder provides the employee master file report to the business units’ contract manager for filing in the business units human resource files. 4. **Payroll monthly input service**    1. The appointed bidder and the business units’ contract manager agree on the closure date for monthly input.    2. The business units will provide hours worked; leave taken, advances from pay, pro-rata payments, back pay, advances deduction for advances taken outside of the payroll to the appointed bidder.    3. The appointed bidder will carry out checks between input data received and reports of processed data.    4. The appointed bidder will sign off all audit trails and keep this on file.    5. The appointed bidder must report any variances or discrepancy to the business units’ contract manager immediately upon detection. 5. **Payroll calculation service**    1. The appointed bidder will calculate gross pay, net pay, and all deductions.    2. The appointed bidder must reconcile gross pay to net pay and reconcile all deductions.    3. The appointed bidder must provide reconciliation between gross pay to each payment category and net pay with the submission of reports.    4. The appointed bidder must calculate leave pay accumulation as part of the monthly payroll run.    5. The appointed bidder must carry out all checks to verify completeness, accuracy, and all components balance to each other.    6. The business units reserve the right to audit the payroll reports and the payroll balance schedule. 6. **Payroll funding and service payment**    1. The appointed bidder calculates the total payroll amount and advised the respective business units of the total amount to be transferred to its payroll bank account for electronic transfer to the payees.    2. The appointed bidder sends the pay funding request with the total payroll report, the electronic payslips supporting the payroll funding request, reports substantiating any statutory deductions for inclusion in the NRF deduction management, and their management fee invoice to the respective business units’ contract manager for verification.    3. The business units’ contract manager verifies performance for the service being invoices. After verification the business units’ contract manager approves the invoice for payment in writing to the business units’ finance section.    4. The business units pay the invoice within 30 working days of receipt of invoice and its accompanying documents.    5. It is in the interests of the appointed bidder to manage the payroll service invoicing service adhering to the specified requirements to receive prompt payment. Any interest charged on late payment will be charged to the bidder where these costs arose from non-adherence to the above. 7. **Data security service**    1. The appointed bidder maintains levels of cyber security to prohibit the business units’ payrolls being compromised.    2. The appointed bidder maintains its payroll software up to date and current to SARS requirements. The bidder provides a statement of their process for bid evaluation purpose.    3. The appointed bidder will back up all payroll data and reports with a minimum after each payroll run. The bidder provides a statement of their process for bid evaluation purpose.    4. The appointed bidder will keep a backup copy at is off-site data storage. The bidder provides a statement of their off-site data storage e.g. appropriate proof of evidence for bid evaluation purpose.    5. The appointed bidder will comply with the POPI Act and its Regulations. The bidder provides a statement of the procedures in place complying with these requirements.    6. The appointed bidder will comply with the NRF’s POPI Policy in protecting the private information.    7. The business units’ contract managers will provide a copy of the NRF’s POPI Policy to the appointed bidder. 8. **Payroll deadlines**    1. The business units’ contract managers will finalise payroll deadlines with the appointed bidder as these may be pre-determined by the grant funding contract.    2. The business units’ contract managers provide all master file changes by the 5th working day of each month.    3. The appointed bidder will close the payroll for inputs by the 20th day of each month.    4. The appointed bidder must run the payroll by the 25th of each month.    5. The appointed bidder will transfer the net pay to payees’ bank accounts the last working day of each month. 9. **Statutory deduction management service**    1. Statutory deductions are made under the NRF registration numbers for PAYE, UIF, SDL, and COIDA.    2. The appointed bidder will deduct PAYE in accordance with SARS tables if applicable.    3. The appointed bidder will reconcile each monthly PAYE deduction and provide the detail to the business units’ contract managers for inclusion in the NRF’s PAYE payment management system.    4. The appointed bidder will deduct UIF in accordance with statutory rules.    5. The appointed bidder will reconcile each monthly UIF deduction and provide the detail to the business units’ contract managers for inclusion in the NRF’s PAYE payment management system.    6. The appointed bidder will deduct COIDA in accordance with statutory requirements.    7. The appointed bidder will reconcile each monthly COIDA deduction and provide the detail to the business units’ contract managers for inclusion in the NRF’s PAYE payment management system.    8. The appointed bidder will deduct SDL in accordance with statutory requirements    9. The appointed bidder will reconcile each monthly SDL deduction and provide the detail to the business units’ contracts managers for inclusion in the NRF’s PAYE payment management system. 10. **Reporting service**      1. The appointed bidder will prepare, reconcile and distribute the following reports for the business units’ contract managers and to NRF Corporate HR:        1. EMP 201 reports        2. PAYE reports        3. SDL reports        4. UIF reports        5. COIDA reports        6. Remuneration reports        7. Leave reports (Accruals and leave taken) 11. **Payroll reconciliation and reporting service**     1. The appointed bidder produce payroll reports and payslips     2. The appointed bidder dispatch payroll reports and payslips to the business units’ contract managers. 12. **General ledger reporting service**     1. The appointed bidder prepares the monthly financial report including the posting journals and forwards these to the business units’ contract managers for verification and filing with their finance office. 13. **Leave management service**     1. The appointed bidder maintains leave records for each employee reflecting the movement during the month.     2. The appointed bidder provides reports on the leave balance with movement in total and per employee to the business units’ contracts managers. 14. **Reporting service**      1. Provide the business units with detailed reports of all inputs captured     2. Provide the business units with Variance reports on monthly basis prior to pay-outs     3. Provide the business units with final reports after receiving confirmation to pay-out from the business units’ contract managers.     4. Provide the business units with electronic Payslips and send out e-payslips     5. Provide the business units with EMP 201 reports     6. Provide the business units with PAYE reports     7. Provide the business units with UIF reports     8. Provide the business units with COIDA reports     9. Provide the business units with Remuneration reports     10. Provide the business units with Leave reports (Accruals and leave taken) 15. **Tax year end closure**      1. The appointed bidder will conduct payroll closure for the tax year end including production of all reports required for reconciling the payroll and its deductions on a tax year basis.     2. The appointed bidder will provide the physical reconciliation reports, electronic versions, and the electronic data file to the NRF Corporate Human Resources for integration into the NRF’s IRP5 process.     3. The appointed bidder will make all information and resolve all queries of the NRF Corporate Human Resources relating to the payrolls they process to allow the NRF to do its IRP5 reconciliation.     4. The NRF Corporate Human Resources, after the IRP5 reconciliation, will print and provide the IRP5s to the business units’ contract managers for distributing the IRP5s. 16. **Query resolution service**     1. The appointed bidder resolves any query from the business units within 72 hours of the business units logging the query with the appointed bidder. 17. **Contract manager**     1. The appointed bidder provides the name and contact details of their contract manager upon signing the contract to NRF Corporate HR and to the business units’ contract managers.     2. The business units will provide the appointed bidder the names and contact details of their contract managers in writing to the appointed bidder.     3. The NRF appoints contract managers to manage specific payrolls.     4. Where either party changes the contract manager, they must advise the other party within 5 working days. 18. **Contract management meetings**     1. The appointed bidder and the business units’ contract managers at the commencement of this contract will agree on the schedule of performance management meetings with at least one per three months.     2. The appointed bidder will arrange additional contract meeting with the business units’ contract managers where operational issues require such meetings outside of the agreed scheduled meetings.     3. The appointed bidder will maintain written minutes.     4. The appointed bidder will circulate the draft minutes for review by the business units’ contract managers within seven working days of the meeting date.     5. The appointed bidder and the business units’ contract managers approve the minutes in writing within ten working days of the meeting date. 19. **Hand over plan for transfer of service between service providers and data transfer**     1. The appointed bidder, upon appointment, will with the business units’ contract managers develop a handover plan to transfer the payroll from the previous service provider to the appointed bidder.     2. The appointed bidder with the business units’ contract managers will develop a data migration plan with the previous service provider to manage and ensure all payroll data is transferred between the service providers especially where this takes place during a tax year. 20. **Payroll service provider evidence of its ability to deliver the contract**      1. The appointed bidder provides a minimum of three (3) written references within the last 3 years that meets the minimum threshold of “Meets requirements” in the template provided. Bidders can use their own template but must address the risks set out in the reference letter template and provide contact details for due diligence confirmation.     2. The appointed bidder manages a minimum of 10 payrolls per month.     3. The appointed bidder manages payrolls on behalf of a minimum of 5 clients.     4. The appointed bidder creates a minimum 1 000 payslips per month.     5. The appointed bidder is a member of a professional organisation managing payrolls as a service either in payroll, accounting or legal such as the South African Payroll Association, SAIBA, SAICA, or combinations thereof.     6. The appointed bidder has a manager or team leader managing the payroll processing department with either a relevant qualification and two years’ experience or five or more years’ payroll management experience. The bidder attaches the cvs of its manager and/or team leader for bid evaluation purposes. 21. **Ethical requirements**     1. The appointed bidder has no interests with the NRF, clean past SCM practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, SBD 8, and SBD 9 22. **Incidental Services**      1. Incidental services include all services to support the payroll processing.     2. In the event that these incidentals are required, the incidental service request 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.     3. The business units’ contract managers verify the performance of issued purchase orders for incidentals prior to payment being authorised. 23. **Contract due diligence during the contract period**     1. The business units has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period. 24. **Performance monitoring**     1. The business units’ contract managers’ measure delivered performance against the service levels in this document.     2. The NRF, through the signed contract, guarantees its procurement in terms of this contract from the appointed bidder only where the appointed bidder meets or exceeds the contractual performance levels.     3. The business units’ contract managers with the appointed bidder’s contract manager must have at least one meeting every three months in which the previous months’ performance is reviewed.     4. The business units’ contract managers with the appointed bidder’s contract manager will agree on the level of performance received any correction actions where there is agreed poor performance, and if required, the application of penalties. 25. **Poor performance escalation where the bidder fails to meet any performance level:**     1. The appointed bidder shall investigate and report on the root causes of the performance level failure to he business units’ contract managers where such as been identified and agreed to by both parties.     2. The appointed bidder corrects the failure and begins meeting the set performance levels.     3. The appointed bidder advises the business units’ contract managers as to the extent requested by these contract managers of the status of remedial efforts being undertaken with respect to such performance level failure; and     4. The appointed bidder takes preventive measures to prevent the recurrence of the performance level failure. 26. **Statement of service performance levels**  | **Performance being measured** | **Measurement** | **Penalty trigger level** | **Penalty** | | --- | --- | --- | --- | | Remuneration reports (UIF, Tax, Leave, Stipend, COIDA etc. as stipulated in the specifications.) | Days | Each day after the 20th of every month | 5% of the monthly payroll value per day | | Responding to queries | Days | Days exceeding six days after lodging the query | 2% of the monthly payroll value per day | | Net pay distribution | Number of volunteers | Each volunteer/intern not paid | 5% of the monthly payroll value per day until volunteer/intern is paid | | Pay deposit on the last working day of the month | Days | Each day after the last working day | 5% of the monthly payroll value per day | | Inputs from business units accepted for processing which has not been signed by the two internal staff | Inputs sheets received from business units | Inputs sheets do not have the requisite two signatures | 10% of the monthly payroll value and reimburse back any payments made from such unauthorised input sheets |  1. **Varying the initial service levels and setting service levels for new payrolls**    1. The appointed bidder and the business units’ contract managers review the initial service levels as set out in this document after the first three months. Where both parties agree to variation of the service levels, both parties will place the agreed service levels, date effective from, performance penalties, and any matter forming part of such service levels in writing. Both parties will sign and the revised service levels will be an appendums to this contract.    2. The appointed bidder and the business units’ contract managers will, using the current agreed service levels and performance, agree to the service levels and performance applying to the new payrolls being introduced where there is need to separate such from the schedule agreed above.    3. The appointed bidder and the business units’ contract managers review the current agreed service levels and performance after each twelve months. Where both parties agree to variation of the service levels, the variation is processed as set out in clause 27.1. 2. **Communication**     1. 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 business units’ contract managers prior to acting upon it. 3. **Insurance**     1. The appointed bidder carries insurance of at least 5% of the contract value or R 3 million for public liability, and professional indemnity whichever is greater. 4. **Warranty**     1. No warranty applies to this contract. 5. **Subcontract**     1. Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations. 6. **Termination for Default**     1. In the event of the non-performance as per the agreed contract, the NRF will appoint an alternative payroll service provider at the cost of the appointed bidder. The defaulting bidder is obliged to settle the damages/additional costs that the NRF and its business units have incurred as result of the defaulting bidder’s non-performance. The defaulting bidder with the replacement bidder will set up a handover process that ensures all people are payed at the stated payment dates. 7. **Copyright and Intellectual Property**    1. Intellectual property are 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).    2. Background intellectual property is the intellectual property pertaining to this contract, created, and owned by any of the contracted parties to this contract prior to the effective date of this contract.    3. Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract.    4. 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.    5. The contracted party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.    6. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition 34.    7. 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.    8. The contracted party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.    9. The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.    10. The contracted party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause. 8. **Confidentiality**    1. 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:       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.    2. 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       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,       3. 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.    3. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:       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;       2. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;       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       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.    4. 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:       1. All written disclosures received from the NRF;       2. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and       3. All material embodiments of the contract intellectual property.    5. 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.    6. 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.    7. 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. 9. **Protection of Private Information**    1. The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition. 10. **Original bid documents for contract signing**     1. Bidders must submit the specified 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. This serves as the original master set annexed to the mandatory SBD 7 contract signing form creating the legal contract between the appointed bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. 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. |
| CONTRACT PERIOD |
| The contractual period is three (3) years. Commencement will be date of final signature on the SBD 7 Contract Signing Form. |

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| THE BIDDER SELECTION PROCESS |
| **Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.**  **Compliance to submission requirements**  Bidders warrant that they can provide the goods and/or services in accordance with the specifications and conditions set out in this bid document. Bidders warrant that their bid document has as a minimum the specified documents required to verify their ability to deliver the specifications and conditions as set out in the bid documents. Bidders are disqualified when: the required documents to verify their ethical conduct, the delivery of the specification, and their contract execution during the period of the contract are not provided.  **Compliance to technical specifications**  Bidders are disqualified when they are not compliant with the technical specifications.  **Due Diligence Research**  The National Research Foundation confirms the recommended bidder(s)’s reference letters with referees to confirm the recommendation(s). Where circumstances justifies it, the NRF conducts interviews with bidders for them to clarify their bid submission to the evaluation committee  **Stage 2 – Price competition**  Compliant bidders from the previous stage compete against each other on price at the stated specification level. The NRF compares each bidder’s pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid’s pricing requirements. The NRF ranks the qualifying bids on points scored on the basis of both Price and B-BBEE as indicated on SBD 6.1 in accordance with the PPPFA.  **Stage 3 – Award and Contract Signing**  The bid evaluation committee recommends to its Delegated Authority the bidder with the highest combined score for the contract award subject to the final verification of the bidder’s tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, submits the SBD 1 questionnaire to obtain the Confirmation of Tax Obligations letter from the South Africa Revenue Services. |
| CANCELLATION OF THE BID PRIOR TO AWARD |
| The NRF cancels the Bid Invitation prior to making an award where   1. Due to changed circumstances there is no need for the specified procurement in the document, or 2. No bids meet the minimum required specification, or 3. A material irregularity occurred in the bid process, or 4. Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range. |

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| EVALUATION OF BIDDER’S ABILITY TO DELIVER |

| Criteria  (All criteria are weighted equally to each other) | SCORE | | Bid Section Reference | Reference to Bidder’s document | SCM Verification |
| --- | --- | --- | --- | --- | --- |
| Bidder Due Diligence | | | | | |
| Has the bidder met or exceeded the minimum B-BBEE Level | M | ❑ Yes  ❑ No | Pre-qualification Page 4 |  |  |
| Has the bidder provided certified copies of their BBBEE certification? | M | ❑ Yes  ❑ No | Pages 29 to 32 |  |  |
| Is the bidder in business rescue? | M | ❑ Yes  ❑ No | Pre-qualification Page 4 |  |  |
| Has the bidder provided the SBD 6.1 agreeing with the above? | M | ❑ Yes  ❑ No | Pages 29 to 32 |  |  |
| Has the bidder disclosed any interests in its Declaration of Interest with Government (SBD 4)? | M | ❑ Yes  ❑ No | Paragraph 21 Pages 9 & 28 to 29 |  |  |
| Where the bidder has disclosed interests, these do not breach the SBD 1 requirement that no bids will be considered from persons in the service of the state/NRF, companies with directors who are persons in the service of the state/NRF, or close corporations with members’ persons in the service of the state/NRF (SBD 4 and SBD 1)? | M | ❑ Yes  ❑ No | Paragraph 21 Pages 9 & 28 to 29 |  |  |
| Has the bidder declared any performance issues with in government and/or the NRF in Declaration of Past SCM Practices (SBD 8)? | M | ❑ Yes  ❑ No | Paragraph 21 Pages 9 & 32 to 33 |  |  |
| Has the bidder complied with its Certificate of Independent Bid Determination (SBD 9)? | M | ❑ Yes  ❑ No | Paragraph 21 Pages 9 & 33 to 34 |  |  |
| Is the Pricing (SBD 3) submitted in a separate envelope | M | ❑ Yes  ❑ No | Page 25 |  |  |
| Has the bidder signed the SBD 1? | M | ❑ Yes  ❑ No | Page 36 |  |  |
| Criteria  (All criteria are weighted equally to each other) | SCORE | | Bid Section Reference | Reference to Bidder’s document | BEC Verification |
| **Service Specification (**Pages 5 to 13) | | | | | |
| Does the bidder manage a minimum of 10 payrolls per month? | **M** | ❑ Yes  ❑ No | Section 20.2 Page 9 |  |  |
| Does the bidder manage payrolls on behalf of a minimum of 5 clients? | **M** | ❑ Yes  ❑ No | Section 20.3 Page 9 |  |  |
| Does the bidder print a minimum 1000 payslips per month? | **M** | ❑ Yes  ❑ No | Section 20.4 Page 9 |  |  |
| Does the bidder’s manager or team leader meet the minimum experience specification as demonstrated by cvs submitted? | **M** | ❑ Yes  ❑ No | Section 20.6 Page 9 |  |  |
| Is the bidder a member of a professional organisation managing payroll as a service either in payroll, accounting or legal such as the South African Payroll Association, SAIBA, SAICA? | **M** | ❑ Yes  ❑ No | Section 20.5 Page 9 |  |  |
| Do the bidder’s references submit the minimum of 3 references? | **M** | ❑ Yes  ❑ No | Section 20.1 Pages 9 & 34 to 35 |  |  |
| Do the bidder’s references meet the minimum threshold of “Meets requirements”? | **M** | ❑ Yes  ❑ No | Section 20.1 Pages 9 & 34 to 35 |  |  |
| Does the bidder have security in place to protect the payroll data and the entrusted private information? | **M** | ❑ Yes  ❑ No | Section 7 Pages 6 to 7 |  |  |

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| BIDDER IS ABLE TO DELIVER THE SPECIFICATION? | **YES - PASS TO PRICING** | **NO - DISQUALIFIED** |

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| BIDDER NEEDS TO KNOW |

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| ACKNOWLEDGEMENT OF READING EACH PAGE |
| The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document. |
| CENTRAL SUPPLIER DATABASE REGISTRATION |
| SAASTA requests bidders to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable SAASTA to verify the supplier’s tax status on the Central Supplier Database. |
| CLARIFICATION |
| If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. SAASTA 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. SAASTA does not provide the origin of the request to any party. |
| RESPONSE PREPARATION COSTS |
| SAASTA is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations. |
| COUNTER PROPOSALS |
| No counter proposals are accepted. |
| TWO ENVELOPE SYSTEM |
| SAASTA, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.   1. All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. 2. Bidders are required to package their response/Bid as follows:  * **Envelope 1 part A : Bid Forms and Compliance Response** * **Envelope 1 part B Technical Response (response to scope of work)** * **Envelope 2: Financial quote** |
| COLLUSION, FRAUD AND CORRUPTION |
| Any effort by Bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned. |
| FRONTING |
| SAASTA supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, SAASTA condemns any form of fronting. SAASTA, 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 SAASTA establish and notify the bidder of potential breaches. 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 SAASTA may have against the bidder concerned. |
| DISCLAIMERS |
| SAASTA has produced this document in good faith. SAASTA, its agents, and its employees and associates do not warrant its accuracy or completeness. SAASTA 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 SAASTA shall have no liability towards the responding service providers or any other party in connection therewith. |
| GENERAL DEFINITIONS |
| “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;  “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;  “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;  “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);  “Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;  “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;  “Functionality” means the ability of a bidder to provide goods or services in accordance with specifications including set out in the bid documents.  “Proof of B-BBEE status level of contributor” means:   * 1. B-BBEE Status level certificate issued by an authorized body or person;   2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;   3. Any other requirement prescribed in terms of the B-BBEE Act.   “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act. |

| GENERAL CONDITIONS OF CONTRACT | |
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| In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.  **The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid disclosed in the specification section supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.** | |
| GCC1 | Definitions - The following terms shall be interpreted as indicated: |
| 1.1 | “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids. |
| 1.2 | **“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..** |
| 1.3 | **“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.** |
| 1.4 | **“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.** |
| 1.5 | "**Countervailing duties**” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. |
| 1.6 | “**Country of origin**” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.. |
| 1.7 | “**Day**” means calendar day. |
| 1.8 | “**Delivery**” means delivery in compliance of the conditions of the contract or order. |
| 1.9 | “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.. |
| 1.10 | “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. |
| 1.11 | "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. |
| 1.12 | ”**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. |
| 1.13 | “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. |
| 1.14 | “**GCC**” mean the General Conditions of Contract. |
| 1.15 | “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. |
| 1.16 | “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.17 | “**Local content**” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place. |
| 1.18 | “**Manufacture**” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. |
| 1.19 | “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service. |
| 1.20 | “**Project site**”, where applicable, means the place indicated in bidding documents. |
| 1.21 | “**Purchaser**” means the organization purchasing the goods. |
| 1.22 | “**Republic**” means the Republic of South Africa. |
| 1.23 | “**SCC**” means the Special Conditions of Contract. |
| 1.24 | “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the 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. |
| GCC5 | Use of contract documents and information |
| 5.1 | The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. |
| 5.2 | The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser. |
| 5.4 | The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| GCC6 | Patent rights |
| 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| GCC7 | Performance security |
| 7.1 | Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |
| 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract. |
| 7.3 | The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  7.3.2 a cashier’s or certified cheque. |
| 7.4 | The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. |
| 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 because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC. |
| GCC9 | Packing |
| 9.1 | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit. |
| 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. |
| GCC10 | Delivery and Documentation |
| 10.1 | 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. |
| 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. |
| GCC12 | Transportation |
| 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| GCC13 | Incidental services |
| 13.1 | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:  13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;  13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;  13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;  13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and  13.1.5 Training of the purchaser’s personnel, at the supplier’s plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| GCC14 | Spare parts |
| 14.1 | As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:  14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and  14.1.2 In the event of termination of production of the spare parts:  14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and  14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| GCC15 | Warranty |
| 15.1 | The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. |
| 15.2 | This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. |
| 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract. |
| GCC16 | Payment |
| 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. |
| 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| GCC17 | Prices |
| 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be. |
| GCC18 | Contract amendment |
| 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| GCC19 | Assignment |
| 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent. |
| GCC20 | Subcontract |
| 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract |
| GCC21 | Delays in supplier’s performance |
| 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available. |
| 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| GCC22 | Penalties |
| 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| GCC23 | Termination for default |
| 23.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, 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. h |
| 23.2 | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in suc manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| 23.3 | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. |
| 23.4 | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. |
| 23.5 | Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. |
| 23.6 | If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  23.6.1 The name and address of the supplier and / or person restricted by the purchaser;  23.6.2 The date of commencement of the restriction  23.6.3 The period of restriction; and  23.6.4 The reasons for the restriction.  These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector. |
| 23.7 | If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website. |
| GCC24 | Anti-dumping and countervailing duties and rights |
| 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| GCC25 | Force Majeure |
| 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event |
| GCC26 | Termination for insolvency |
| 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| GCC27 | Settlement of disputes |
| 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,  27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  27.5.2 The purchaser shall pay the supplier any monies due the supplier. |
| GCC28 | Limitation of liability |
| 28.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| GCC29 | Governing language |
| 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| GCC30 | Applicable law |
| 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| GCC31 | Notices |
| 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. |
| 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice |
| GCC32 | Taxes and duties |
| 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country. |
| 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services |
| GCC33 | National Industrial Participation Programme |
| 33.1 | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| GCC34 | Prohibition of restrictive practices |
| 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
| 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
| 34.3 | If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other 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. |

# PART B – PRICING

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| PRICING CONDITIONS OF CONTRACT FOR THIS BID |
| The price schedule for services to be performed under the contract shall not vary from the prices quoted by the bidder with the exception of any price adjustments authorized in this section.   |  |  | | --- | --- | | **1.** | **Exceptions:** Exceptions to the clause are incidental services, and changes in Value Added Tax as gazetted. | | **2.** | **Price Adjustment Rules:** Price adjustments and their corresponding rules for the managing of price risks are set out below. | | The NRF will consider unit price variations at the anniversary of the contract. The appointed bidder provides detail reasons for the submitted price variations substantiated by evidence. The NRF will negotiate on the submitted price variations. The NRF reserves the right to obtain three price quotes from the market to verify the submitted price variations are within such identified market price ranges.  The NRF, through the business units’ contract managers, will advise the appointed bidder of new, replacing or closed out payrolls flowing from the programmes managed by the NRF, including where there is a significant change in numbers within a payroll. The NRF, through the business units’ contract managers, will negotiate the servicing costing where the variation is greater than 10% of the total number of employees across all payrolls. | | **3.** | **Compliant price calculation for price competition:** The NRF provides bidding estimates in the below Bid Price Schedule (SBD 3.2) to allow bidders to calculate an estimated total cost of ownership bid price that allows an equal comparison basis equitable to all bidders for award selection. By nature of this contract, the actual numbers within each payroll is the invoiced quantities | | 4. | **Contract Price Management during the contract:** The NRF business units managing these programmes issue written purchase orders authorising the deliverables of this contract as appendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. The NRF, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order. | | 5. | **Contract Price:** The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price. | | 6 | **Price Quotation Basis**: Unit prices for each line are fully inclusive all applicable taxes, 15% VAT, less all unconditional discounts. | | 7. | **Price Delivery Points are:** The services will be rendered to the respective business units. The business units’ contract managers will notify these to the appointed bidder. | |

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| ****BID PRICE SCHEDULE (SBD 3.2)**** Submit pricing in separate envelope (stand-alone) |

| QTY | DESCRIPTION | Unit Of Measure | | | UNIT PRICE | TOTAL  (INCLUDEs VAT of 15%) |
| --- | --- | --- | --- | --- | --- | --- |
| Total = (quantity x monthly rate x 12 months) x 15%VAT | | | | | | |
| **Year 1** | | | | | | |
| 1514 | Direct costs of transferring net pay to bank accounts | Per person | Per month | |  |  |
| 1514 | Electronic payslips | Per person | Per month | |  |  |
| 1514 | Payroll Processing charge inclusion of all reports | Per person | Per month | |  |  |
| 1 | UIF download | Per month | | |  |  |
| 1 | Data capture | Per month | | |  |  |
| **Year 2** | | | | | | |
| 1514 | Direct costs of transferring net pay to bank accounts | Per person | Per month | |  |  |
| 1514 | Electronic payslips | Per person | Per month | |  |  |
| 1514 | Payroll Processing charge inclusion of all reports | Per person | Per month | |  |  |
| 1 | UIF download | Per month | | |  |  |
| 1 | Data capture | Per month | | |  |  |
| **Year 3** | | | | | | |
| 1514 | Direct costs of transferring net pay to bank accounts | Per person | Per month | |  |  |
| 1514 | Electronic payslips | Per person | Per month | |  |  |
| 1514 | Payroll Processing charge inclusion of all reports | Per person | Per month | |  |  |
| 1 | UIF download | Per month | | |  |  |
| 1 | Data capture | Per month | | |  |  |
| TOTAL BID PRICE INCLUSIVE OF 15 % VAT FOR PRICE COMPETITION | | | | R | | |

# PART C - RETURNS

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| INVITATION TO BID (SBD 1) | | | | | | |
| **Bid Number** | | **NRF/SAASTA/01/2019 – 2020** | | | | |
| **Closing date and time** | | **26/07/2019 at 11:00 Am** | | | | |
| The NRF recognises the date and time as recorded on its systems for closure purposes | | | | | | |
| HIGH LEVEL SUMMARY OF BID REQUIREMENTS | | | | | | |
| For the provision of payroll management for incumbents of programmes contracted to NRF for three years | | | | | | |
| Number of ORIGINAL bid documents for contract signing | | | | | | **2** |
| Number of EVALUATION copies (Mark pages as “Evaluation Copy” and number all pages sequentially): | | | | 2 SETS  Pdf document on a flash drive | | |
| TWO ENVELOPE SYSTEM | | | | **YES** | | |
| PRICE VALIDITY PERIOD FROM DATE OF CLOSURE | | | | 120 days | | |
| **Bidding procedure enquiries are directed in writing to:** | | | **Technical information queries are directed in writing to:** | | | |
| Section | Supply Chain Management | | Section | | Human Resources Management | |
| Contact person | Mr Tshepo Matheane | | Contact person | | Ms Sophie Ramaboya | |
| E-mail address | tshepo@saasta.ac.za | | E-mail address | | sophie@saasta.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 | | |  | | |  | Central Supplier Database No. | | | MAAA |
| **B-BBEE Status Level Verification Certificate** | | | | | | Tick Applicable Box.  ❑ Yes ❑ No | | | | | **B-BBEE Status Level Sworn Affidavit** | Tick Applicable Box.  ❑ Yes ❑ No | | |
| **[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]** | | | | | | | | | | | | | | |
| **Are you the accredited representative in South Africa for the goods /services/works offered?** | | | | | | | | ❑ Yes ❑ No  [If yes enclose proof] | | **Are you a foreign-based supplier for the goods/services/ works offered?** | | | ❑ Yes ❑ No  [If yes, answer the questionnaire below] | |
| |  |  | | --- | --- | | Is the entity a resident of the Republic of South Africa (RSA)? | ❑ Yes ❑ No | | Does the entity have a branch in the RSA? | ❑ Yes ❑ No | | Does the entity have a permanent establishment in the RSA? | ❑ Yes ❑ No | | Does the entity have any source of income in the RSA? | ❑ Yes ❑ No | | Is the entity liable in the RSA for any form of taxation? | ❑ Yes ❑ No |   If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS). | | | | | | | | | | | | | | |
| BID SUBMISSION | | | | | | | | | | | | | | |
| 1. | Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration. | | | | | | | | | | | | | |
| 2. | All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document. | | | | | | | | | | | | | |
| 3. | This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder. | | | | | | | | | | | | | |
| 4. | The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract. | | | | | | | | | | | | | |
| TAX COMPLIANCE REQUIREMENTS | | | | | | | | | | | | | | |
| 1. | | Bidder must ensure compliance with their tax obligations. | | | | | | | | | | | | |
| 2. | | Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided | | | | | | | | | | | | |
| 3. | | Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za. | | | | | | | | | | | | |
| 4. | | Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za. | | | | | | | | | | | | |
| 5. | | In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/CSD number. | | | | | | | | | | | | |
| 6. | | No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members’ persons in the service of the state. | | | | | | | | | | | | |

| SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT | | |
| --- | --- | --- |
| Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National 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:   * 1. The Bidder is employed by the State; and/or   2. 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 | | ❑ Yes ❑ No |

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

| SBD 6.1 - PREFERENCE POINTS CLAIMED | |
| --- | --- |
| NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017. | |
| 1. GENERAL CONDITIONS    1. The following preference point systems are applicable to all bids:       1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and       2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included) | |
| 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 |
| * 1. 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.   2. 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.   3. 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 :** |  | OR | **90/10 :** |  |   Where Ps = Points scored for price of bid under consideration  Pt = Price of bid under consideration  Pmin = Price of lowest acceptable bid   1. 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 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Non-compliant contributor  0 | | Number of points (90/10 system) | 10 | 9 | 6 | 5 | 4 | 3 | 2 | 1 | | Number of points (80/20 system) | 20 | 18 | 14 | 12 | 8 | 6 | 4 | 2 | | |
| 1. 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 AND 2  B-BBEE Status Level of Contributor: = ……… (maximum of 10 or 20 points)  (Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.  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 |  |  |   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 proprietor   Close corporation   Company   (Pty) Limited  [TICK APPLICABLE BOX]  DESCRIBE PRINCIPAL BUSINESS ACTIVITIES  …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….……………  COMPANY CLASSIFICATION   Manufacturer   Supplier   Professional service provider   Other service providers, e.g. transporter, etc.  [TICK APPLICABLE BOX]  Total number of years the company/firm has been in business: ……………………………  I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 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 and 3, 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: | ❑ Yes  ❑ No |
| Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: | ❑ Yes  ❑ No |
| Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: | ❑ Yes  ❑ No |
| Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: | ❑ Yes  ❑ No |
| The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | |

| SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |
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| 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:   1. Has been requested to submit a Bid in response to this Bid invitation; 2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and 3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder |
| The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding. |
| In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:   1. Prices; 2. Geographical area where product or service will be rendered (market allocation); 3. Methods, factors or formulas used to calculate prices; 4. The intention or decision to submit or not to submit, a Bid; 5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or 6. Bidding with the intention not to win the Bid. |
| In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates. |
| The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract. |
| I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation |

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| REFERENCE LETTER FORMAT FOR BIDDER |
| |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Referee Legal Name:** | | | | | | | **Company:** | | | | | | | Bid Number: | NRF/SAASTA/01/2019 – 2020 | | | | | | **Bid Description** For the provision of payroll management for incumbents of programmes contracted to NRF for three years | | | | | | |  | | | | | | | Describe the service/work the above bidder provided to you below | | | | | | |  | | | | | | | **Criteria/Risks** | | **Below requirements** | **Meets requirements** | **Exceeds requirements** | | | Response to queries | |  |  |  | | | Payroll net pay paid on time for each month | |  |  |  | | | Payroll calculated correctly for each month | |  |  |  | | | Reporting packs received on the set due dates | |  |  |  | | | Overall Impression | | Other comments | | | | | Approximate value of contract | |  | | | | | Would you use the provider again? | | | | | ❑ YES ❑ NO |  |  |  | | --- | --- | | Completed by: |  | | Signature: |  | | Company Name: |  | | Contact Telephone Number: |  | | Date: |  | |

| ANNEXURES – ATTACHED AT END OF DOCUMENT |
| --- |
| |  |  | | --- | --- | | Annexure Number | Annexure Title | |  | Supplier profile | |  |  | |  |  | |  |  | |  |  | |  |  | |  |  | |

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| RETURNABLE DOCUMENT CHECKLIST |

| (M – Mandatory); (O – Optional) | Submitted | | Bid Section Reference | Reference to Bidder’s document |
| --- | --- | --- | --- | --- |
| Certified copy of the BBBEE level | M | ❑ Yes  ❑ No | Pages 29 to 32 |  |
| Completed Procurement Invitation (SBD 1) | M | ❑ Yes  ❑ No | Pages 3 to 36 |  |
| Completed Declaration of Interest with Government (SBD 4) | **M** | ❑ Yes  ❑ No | Pages 28 to 29 |  |
| Completed Preference Points Claimed (SBD 6.1 | **M** | ❑ Yes  ❑ No | Pages 29 to 32 |  |
| An original BBBEE certificate or a certified copy of an original BBBEE certificate. | **O** | ❑ Yes  ❑ No | Pages 29 to 32 |  |
| Completed Declaration of Past SCM Practices (SBD 8) | **M** | ❑ Yes  ❑ No | Pages 32 to 33 |  |
| Completed Certificate of Independent Bid Determination (SBD 9) | **M** | ❑ Yes  ❑ No | Pages 33 to 34 |  |
| 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) | **M** | ❑ Yes  ❑ No | Section 20.1 Page 9 & 34 to 35 |  |
| Bidder profile | **M** | ❑ Yes  ❑ No | Supplier Information Page 26 |  |
| Statement of payrolls per month? | **M** | ❑ Yes  ❑ No | Section 20.2 Page 9 |  |
| Statement of 5 clients? | **M** | ❑ Yes  ❑ No | Section 20.3 Page 9 |  |
| Statement of 1000 payslips per month? | **M** | ❑ Yes  ❑ No | Section 20.4 Page 9 |  |
| CVs of the bidder’s manager or team leader managing the proposed contract | **M** | ❑ Yes  ❑ No | Section 20.6 Page 9 |  |
| Statement of membership of a professional organisation managing payroll as a service either in payroll, accounting or legal such as the South African Payroll Association, SAIBA, SAICA | **M** | ❑ Yes  ❑ No | Section 20.5 Page 9 |  |
| Statement of payroll software updating | **M** | ❑ Yes  ❑ No | Section 7.2 Page 6 |  |
| Statement of procedure for backing up data | **M** | ❑ Yes  ❑ No | Section 7.3 Page 7 |  |
| Statement of keeping backups off-site | **M** | ❑ Yes  ❑ No | Section 7.4 Page 7 |  |
| Statement of managing compliance with POPI Act and its regulations | **M** | ❑ Yes  ❑ No | Section 7.5 Page 7 |  |
| Completed Pricing (SBD 3) | **M** | ❑ Yes  ❑ No | Pages 23 to 26 |  |
| Pricing to be placed in a separate envelope | **M** | ❑ Yes  ❑ No | Pages 23 to 26 |  |

| BID SIGNATURE (SBD 1) |
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| 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. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. 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. 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 during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s). |
| I confirm that I am duly authorised to sign this offer/ bid response. |

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| **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**)** |