



**WATER RESEARCH COMMISSION**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO SUBMIT BIDS FOR THE REQUIREMENTS OF  
THE WATER RESEARCH COMMISSION**

<b>RFP NUMBER:</b>	<b>WRC030-17/18</b>
<b>CLOSING DATE:</b>	<b>08 DECEMBER 2017</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>NONE</b>
<b>BRIEFING TIME:</b>	<b>NONE</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 DAYS (COMMENCING FROM THE RFP CLOSING DATE)</b>
<b>DESCRIPTION OF BID:</b>	<b>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO PROVIDE OFFICE 365 &amp; MIMICAST LICENCES TO THE WRC FOR A PERIOD OF THREE (3) YEARS</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>BLOUKRANS BUILDING LYNNWOODBRIDGE OFFICE PARK; SECOND FLOOR; 4 DAVENTRY STREET; LYNNWOOD MANOR; PRETORIA  OR PRIVATE BAG X03 GEZINA, 0031, SOUTH AFRICA</b>
<b>ENQUIRIES</b>	<a href="mailto:tenders@wrc.org.za"><b>tenders@wrc.org.za</b></a>
<b>FOR ATTENTION:</b>	<b>THE SCM MANAGER</b>
<b>NB: Bidders must ensure that they sign the register at the reception when submitting the bids.</b>	

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**BIDDING STRUCTURE**

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Subcontractors	
Other	

<b>If individual bidder, indicate the following:</b>	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using sub-contractors:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following: (to be completed for each partner)</b>	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors: (to be completed for each sub-contractor)</b>	
Name of subcontractors:	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

**Checklist of compulsory documents to be submitted:**

**Please tick in the relevant block below**

**YES      NO**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | One original tender document (clearly marked as original, etc.)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Valid Current Tax Clearance certificate.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Audited Past three years Annual financial statements with signed audit report in case of a company.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Past three years Annual financial statements prepared by an independent accountant in case of a CC.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Certified copies ( <b>Copy with original stamp</b> ) of your CIPC company registration documents listing all members with percentages, in case of a CC. |
| <input type="checkbox"/> | <input type="checkbox"/> | Certified copies ( <b>Copy with original stamp</b> ) of all latest share certificates, in case of a company.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding company who are not individuals.                   |
| <input type="checkbox"/> | <input type="checkbox"/> | List of references of past and present clients (Company name, department, branch, contact person with office telephone number).                         |

**Please ensure that the following documents are completed and signed where applicable:**

**YES      NO**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Bid Conditions – <b>Section 11</b> of this bid document                            |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Specifications – <b>Annex A</b> of this bid document                               |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Price Schedule (with detailed breakdown) - <b>Annex B</b> of this bid document     |
| <input type="checkbox"/> | <input type="checkbox"/> | Declaration of Interest – <b>Annex D</b> of this bid document                                |
| <input type="checkbox"/> | <input type="checkbox"/> | National Industrial Participation - <b>Annex E</b> of this bid document.                     |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Economic Empowerment – <b>Annex F</b> of this bid document Completed Due Diligence |
| <input type="checkbox"/> | <input type="checkbox"/> | Declaration of Bidder’s Past Supply Chain Practices – <b>Annex G</b> of this bid document    |

**NB: Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**

**The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

**I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.  
I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

**SIGNATURE OF BIDDER (duly authorised)**

.....

**DATE**

.....

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

.....

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day, 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE.....NUMBER.....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER CODE.....NUMBER.....  
E-MAIL ADDRESS .....  
VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES  
or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or  
NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....
- A REGISTERED AUDITOR .....

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO **[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SINED .....

TOTAL BID PRICE: R..... (Total bid price including VAT and any other charges)

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department:** Supply Chain Management  
**Contact Person:** The SCM Manager  
**Tel:** 012 761 9300  
**E-mail address:** tenders@wrc.org.za

# CONDITIONS AND UNDERTAKINGS BY BIDDER

- 1.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing Bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. WRC will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to WRC on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 1.3 I/We agree that -
- 1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by WRC during the validity period indicated and calculated from the closing hour and date of the Bid;
- 1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 1.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

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Signature(s) of Bidder or assignee(s)

Date

---

Name of signing person (in block letters)

---

Capacity

---

Are you duly authorized to sign this bid?

---

Name of Bidder [company name] (in block letters)

---

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

Telephone Number:..... Fax Number .....

Cell Number: ..... Email Address .....

# INSTRUCTIONS TO BIDDER

## 1 Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of Water Research Commission (WRC).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from WRC.
- 1.3 All copyright and Intellectual Property herein vests with WRC.

## 2 Introduction

### 2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFP) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

### 2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
  - 2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, WRC intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (80/20).

### 2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within WRC be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFP. WRC reserves the right to place responses to such queries on the website.

Name	Type of Query	Email address
SCM Manager	Bid Queries	<a href="mailto:tenders@wrc.org.za">tenders@wrc.org.za</a>

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than **4 December 2017 at 11h00**.

Questions/enquiries received after **11h00** on **4 December 2017** will not be considered.

***Bidders are not allowed to contact any other WRC staff in the context of this tender other than the indicated official under 2.3.1.***

### 2.4 Bid Documents

- 2.4.1 Bids must be **hand delivered or (if couriered) reach to WRC** by no later than **11h00 on 08 December 2017**.
- 2.4.2 Bid documents must contain **one original document, initialled on each page, and signed where required**.  
(Two separate envelopes: one for financials (Pricing) and the other for Technical document).

## 3 General rules and instructions

### 3.1 Confidentiality

- 3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.



- 3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of WRC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent WRC’s confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, WRC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.1.5 Any documentation, software or records relating to confidential information of WRC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 3.1.5.1 Shall be deemed to form part of the confidential information of WRC;
  - 3.1.5.2 Shall be deemed to be the property of WRC;
  - 3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 3.1.5.4 Shall be surrendered to WRC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.
- 3.2 **News and press releases**
- 3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with WRC.
- 3.3 **Precedence of documents**
- 3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that WRC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by WRC.

3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of WRC as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the WRC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

### **3.4 Preferential Procurement Reform**

3.4.1 WRC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, WRC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.2 WRC shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2011 to this proposal.

3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).

### **3.5 Security clearances**

3.5.1 Employees and subcontractors of the Bidders **may** be required to be in possession of valid security clearances to the level determined by NIA or/or WRC commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

### **3.6 Occupational Injuries and Diseases Act 13 of 1993**

3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. WRC reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to WRC.

### **3.7 Instructions for submitting a proposal**

3.7.1 One (1) original hard copy of the Bid shall be submitted on the date of closure of the Bid.

3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **The SCM Manager**.

3.7.4 Bid must be submitted on or before **08 December not later than 11h00**. The bids must be dropped in the tender box at the **Bloukrans building Lynnwood bridge Office Park; Second floor;**

**4 Daventry street; Lynnwood manor; Pretoria**

WRC receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the reception. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

- 3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.
- 3.7.6 Bids received after the time stipulated shall not be considered.
- 3.7.7 Bid responses sent by courier must reach this office at least **36 hours** before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective Bidders.
- 3.7.8 **No proposal shall be accepted by WRC if submitted in any manner other than as prescribed above.**

#### **4 Reasons for disqualification**

- 4.1 WRC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
  - 4.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
  - 4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
  - 4.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;
  - 4.1.5 Bidders who received information not available to other bidders through fraudulent means;
  - 4.1.6 Bidders who do not comply with *mandatory requirements* as stipulated in this RFP.
  - 4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
  - 4.1.8 Bidders who are listed on the National Treasury's database of restricted suppliers

#### **5 Closing of Bid**

- 5.1 There shall be **no public opening** of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of WRC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
  - 5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

#### **6 Bid preparation**

- 6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.
- 6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed **RFP Response Format**.

#### **7 Oral presentations and briefing sessions**

- 7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to WRC. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. WRC shall schedule the time and location of these presentations. Oral presentations are an option of WRC and may or may not be conducted.

## 8 Evaluation Criteria for BEE

8.1 Points awarded for B-BBEE Status Level of Contribution

8.2 The value of this bid is estimated to exceed R 500 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

8.3 In terms of Regulation 5 (2) and 6 (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:

8.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

8.5 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

8.6 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

8.7 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

8.8 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.9 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

8.10 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 8.11 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 9 Evaluation criteria and methodology

### 9.1 Functional evaluation criteria

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, WRC indicates: -

- (i) Whether the bids will be evaluated on functionality;
- (ii) The evaluation criteria for measuring functionality;
- (iii) The weight of each criterion; and
- (iv) The applicable values as well as the minimum threshold for functionality

### **FUNCTIONAL / TECHNICAL EVALUATION CRITERIA**

This bid will not be evaluated on Functionality only Price and Preference evaluation will apply.

### 9.2 Price and preference evaluation criteria

Subsequent to the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the **80/20** PPPFA principle and the points for evaluation criteria are as follows:

Price points	80
Preferential points/BEE	20
<b>Total</b>	<b>100 points</b>

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.

SBD 1

# 1. BIDDING CONDITIONS

2.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

2.2 A "√" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "√" under "Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "√" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

**NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply". It is mandatory for the bidders to comply with the following bid conditions.**

2.3 The following bid conditions will govern the contract between the WRC and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
2.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
2.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which WRC reserves the right to review and extend the contract for further period/s at the WRC's discretion.		
2.3.3 The fees will be negotiated.		
<b>Interpretation of requirements</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.4 The Bidder/s shall accept WRC's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and WRC.		
2.3.5 Should any dispute arise as a result of this of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and WRC's, it shall be dealt with in terms of paragraph 3.0 of this document.		
2.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
2.3.7 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
2.3.8 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		

Selection	ACCEPT	NOT ACCEPT
2.3.9 WRC reserves the right to evaluate and consider any Bids that do not comply strictly to this RFP.		
2.3.10		

Acceptance of any Bids will only indicate, without any obligations on the part of either WRC and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
2.3.11 WRC reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
2.3.12 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to WRC and not necessarily on the basis of lowest price or any other criteria.		
2.3.13 Should WRC consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required.		
2.3.14 Should WRC consider it necessary, WRC will visit the Bidder/s customer sites.		
2.3.15 WRC reserves the right:		
2.3.15.1 to cancel this RFP at any time;		
2.3.15.2 not to accept any Bids;		
2.3.15.3 to accept one or more Bids for further negotiation and;		
2.3.15.4 To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

<b>Copyright</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.16 The specifications are the intellectual property of WRC.		
2.3.17 The contents of any specifications are the property of WRC and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		

<b>Precedence</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.18 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
2.3.19 If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is: <ul style="list-style-type: none"> <li>• Statutory and mandatory requirements,</li> <li>• This bid document,</li> <li>• Contract Conditions.</li> </ul>		

<b>Alternative suppliers</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.20 The Bidder accepts that the WRC will have the right to contract with any other Service Provider for provision of services not covered by this specification.		
2.3.21 Bidder must also submit: A written statement to the specification of WRC by the bidder, that none of his personnel have any involvement or interest in the bidder's business.		

<b>Submission of Bid</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.22		

WRC will also reject an offer if the Bidder/s fail to complete the compliance Certificate/s in the format as described in paragraphs 2.1.1 and 2.1.2.		
<b>Service approval</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.23 The Procuring of the Services shall not take place until WRC has given final approval of all procedures.		
<b>Additional Criteria</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.24 WRC will evaluate the bids against the following criteria: <ul style="list-style-type: none"> <li>• Compliance to the Specifications/ Functionality</li> <li>• Price</li> <li>• Economic Empowerment</li> <li>• Compliance to Bid Condition</li> </ul>		
<b>Black Economic Empowerment</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.25 WRC has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will for an important part of the evaluation criteria to be used. WRC reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.		
<b>Addenda</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.26 In the event that modifications, clarifications or additions to the RFP become necessary, all Bidders will be notified, in writing, addenda to this RFP.		
<b>Preparation Costs</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.27 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFP will become WRC property unless otherwise stated by the Bidder/s at the time of submission.		
<b>Confidential Material</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.28 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
<b>Payment Terms – Local Creditors</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>
2.3.29 Payments of invoices will be effected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> WRC has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to WRC by the 5 <sup>th</sup> of each month.		



**Please note that the following clauses of WRC conditions and Procedures governing the Procurement of Services.**

**2.4 Contract Termination**

2.4.1 A contract/s with a successful Bidder/s may be terminated by the WRC on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The WRC, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the WRC and the successful Bidder. In this instance the WRC shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

**2.5 DISPUTE RESOLUTION**

2.5.1 All disputes arising out of this RFP or relating to the legal validity of this RFP or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 2.5.3; failing which
- Mediation, in terms of paragraph 2.5.4; failing which
- Arbitration, in terms of paragraph 2.5.6.

2.5.2 Paragraph Clause 2.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 2.5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

2.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

2.5.4 If negotiation in terms of paragraph 2.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.5.5 The periods for negotiation (specified in paragraph 2.5.3) or for referral of the dispute for mediation (specified in paragraph 2.5.4), may be shortened or lengthened by written agreement between the parties.

2.5.6 In the event of the mediation contemplated in paragraph 2.5.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

2.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

2.5.9 The arbitration shall be held at Sandton, South Africa, in English.

2.5.10 The South African law shall apply.

2.5.11 The parties shall be entitled to legal representation.

2.5.12 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.

- 2.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFP.
- 2.5.13 Both parties shall comply with all the provisions of the RFP and with all due diligence during the determination of such dispute should the latter arise during the course of the RFP.

## **2.6 PAYMENT TERMS - LOCAL CREDITORS**

- 2.6.1 Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the Fund after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.
- 2.6.2 Tax invoices and all necessary supporting documents contemplated in 9.1 above must be submitted to the Fund by the 1<sup>st</sup> (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 2.6.3 No penalty interest shall be permitted to be charged in the event of the requirements referred to in 9.1 and 9.2 above not being complied with.
- 2.6.4 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.
- 2.6.5 Payment shall furthermore be subject to the Fund's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

## **2.7 TERMINATION**

- 2.7.1 The following clause will be applicable to all contracts entered into/orders placed by WRC:

If, at any time during the currency of this Bid and subsequent contract/order, WRC in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to WRC whether in any negotiations preceding the conclusion of, or in the execution of this RFP or any other agreement between the parties,

Then WRC shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, WRC shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, WRC be indebted to the other party for any amounts whatsoever, WRC shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by WRC. NO payment by WRC to the other party after the lapse of such period shall preclude WRC thereafter, from recovering from the other party any such damages as it may have suffered.

## **2.8 SPECIFIC INFORMATION REQUIRED**

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

## **2.9 COPIES REQUIRED**

It is a condition that the Bidder/s shall furnish an offer comprising of one original for the supply of products and services enumerated in this Request for Bid Document. The Bidder/s

shall ensure that all the relevant information and documentation is submitted with the original as well as the copies. WRC shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all copies.

## **2.10 DUE DILIGENCE**

Bidder/s must supply Financial Information as requested in par 2.11.10 and Annexure C.

## **2.11 GENERAL VENDOR INFORMATION**

The following general information is required from the prospective vendor:

### **2.11.1 NAME OF COMPANY/TRADING AS:**

- Postal Address
- Street Address
- Telephone and facsimile numbers

### **2.11.2 COMPANY HEAD OFFICE:**

- Postal Address
- Street Address
- Telephone and facsimile numbers

2.11.3 Contact person

2.11.4 List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust - Compulsory

2.11.5 List of shareholders (**Certified** original copies of individual share certificates/**certified** original copies of Cipro registration document indicating members with percentage interest).

2.11.6 Date of registration – [if applicable]

2.11.7 Company registration number. – [if applicable]

### **2.11.8 Draw or attach the organizational structure of your company:**

- a) Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.
- b) Basic functional structure, i.e. the administrative section of your company with which WRC will be dealing on a day-to-day basis.

2.11.9 **Valid** Tax Clearance Certificate. - **Compulsory**

2.11.10 **Audited** Financial Statements with auditor's report of the company for the past three years. / Financial Statements of a CC for the past three years prepared by an independent accountant with proof.

## **2.12 INFRASTRUCTURE**

- a) Would you describe your business as international, national or regional?
- b) List all branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

## **2.13 ACTIVITY AND SERVICE PROFILE**

2.13.1 Detailed description of main field of expertise/area of operation of company.

2.13.2 Range of services offered.

2.13.3 Reference list of some contracts completed during the last 3 to 5 years, including value, duration, location and contact persons

2.13.4 List of current contracts and value thereof. Submit a list of current contracts, contact person and contract numbers.

Has any contract with your company ever been cancelled by a client? If YES, provide details.

## **2.14 TRAINING CAPABILITIES**

2.14.1 Does your company have any in-house training capabilities? (Infrastructure)

2.14.2 If YES, provide an overview of:

- Activities included in this process (in-house training).
- Method used for evaluating the effectiveness of the in-house training capabilities to ensure the required level of service is maintained.

2.14.3 What training is done by the company?

2.14.4 What type of training is done for you by other companies and who are these companies? (Provide details please)

2.14.5 What type of continuing/supplementary training is done by the company? Give details of subjects, schedules, etc.

2.14.6 Do you have staff in your training department employed on a contract basis? If YES, give details.

## **2.15 MANAGEMENT AND SERVICING**

2.15.1 Please supply a full description of how the company is organized together with an organization organogram.

2.15.2 Please indicate a breakdown of staff compliment into management/ supervisors/ administration/ guards/ other services (specify).

2.15.3 Please provide details of qualifications and selection process with regards to management/supervisory expertise in the company.

2.15.3.1 Are all these personnel employed on a full time basis? If not, provide details.

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# THE FOLLOWING ANNEXES MUST BE FURNISHED

(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

- Annexure A:** Scope of Work
- Annexure B:** **SBD3.1:** Pricing Schedule – Firm Prices
- Annexure C:** Valid SARS Tax Clearance Certificate **OR SBD2:** Tax Clearance Certificate Requirement (Valid Tax Clearance Certificate above is not submitted)
- Annexure D:** **SBD4:** Declaration of Interest
- Annexure E:** **SBD6.1:** Preference Claim Forms in terms of Preferential Procurement Regulations
- Annexure F:** **SBD8:** Declaration of Bidder’s Past Supply Chain Practices
- Annexure G:** **SBD9:** Certificate of Independent Bid Determination
- Annexure H:** Certified copies (Copy with original stamp) of your CIPC company Registration documents listing all members with percentages, in case of a CC
- Annexure I:** Certified copies (Copy with original stamp) of all latest share certificates, in case of a company
- Annexure I:** Record of Addenda issued to bidders before the bid closing date
- Annexure J:** General Condition of Contract
- Annexure K:** List of traceable references of past and present clients, (Company name, department, branch, contact person with office telephone number).

## **Annex A: Scope of Service**

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### **SPECIAL INSTRUCTIONS TO VENDORS**

- Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within ten (10) days after publication of the bid.
- Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

### **1. BACKGROUND TO THE PROJECT**

The Water Research Commission (WRC) is a national public entity (Schedule 3A), Established in terms of the Water Research Act (Act No 34 of 1971).

The Water Research Commission ("WRC") seeks the services of professional, highly competent, well-managed, to provide and assist the WRC with the licenses of office 365 & Mimecast. The WRC migrated to a hosted exchange platform from an on premise exchange 2007 platform in December 2016. The new platform consists of the following

- 100 x office 365 business essential licenses which includes exchange online, OneDrive, Yammer, Skype for Business
- 100 x Mimecast M2A licenses which includes mail scanning, spam and virus detection, mail archiving, branding, large file send

The licenses for the above products expires 31/12/2017 and needs to be renewed.

### **2. REQUIREMENT**

The WRC seek to employ the services of a service provider to provide and assist the WRC with the licenses of office 365 & Mimecast service provider

#### **2.1 SCOPE OF WORK**

The solution needs to cater for the renewal of the current office and mimecast licenses as well as additional licenses for growth. The proposed solution should include software to sync active directory accounts with the office 365 portal. The contract should run for a minimum of 3 years (36 months)

WRC currently makes use of Odin and IDSYNC to facilitate the directory synchronization function (Syncing of passwords and user accounts). The appointed supplier, should either makes use of this current technology or propose a new technology for this function.

## **December 2017 – Renewal of current licenses**

- Renewal of 100 office 365 Business Essential licenses
- Costing of addition 30 Office 365 Business Premium licenses (billed monthly upon activation)
- Addition of 5 Visio licenses
- Renewal of 100 mimecast licenses
- Renewal of 100 Large file send Licenses
- Costing of addition of 30 mimecast licenses (billed monthly upon activation)
- Costing of additional 30 Mimecast Large File Send licenses
- Setup of Identity Synchronization software

## **December 2018 – Additional licenses for estimated growth**

- 20 additional office 365 Business Premium licenses (billed monthly upon activation)
- 20 additional Mimecast M2A licenses (billed monthly upon activation)
- 20 Additional Large File Send Licenses

## **December 2019 – Conversion of original Licenses**

- Conversion of 100 office 365 Business Essential licenses to office 365 Business Premium.

## **Support**

1. The solution should include support for the duration of the contract on the mimecast, office 365 and synchronization products. This must be quoted at 10hrs per month, and be available 24x7x365. Support should be backed by a SLA with defined escalation path.

## **SUBMISSION OF BIDS**

Bidders are required to submit **One (01)** original bid document.

WRC may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 12 hours or unless otherwise indicated after the request has been made; otherwise the bidder may be disqualified.

### **3. EVALUATION PHASES**

**The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:**

#### **3.1 PHASE ONE (01): MANDATORY / MINIMUM REQUIREMENTS SCREENING**

*In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of mandatory requirements. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.*

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of a Valid Tax Clearance Certificate (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. *7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (**attached proof as obtained from SARS Branch**) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.*
- Submission of fully completed Pricing Schedule (Purchases – Goods - SBD 3.1). In case of purchases of goods other than services, bidders should complete and sign SBD 3.1 of the Firm price only. In case of professional services, bidders should complete and Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers, Accredited Registers Auditors – IRBA and Procurement Regulation 2011 compliant letter issued by the Accounting Officer. Any copies submitted in this case should be certified.
- Submission of fully completed Contract Form (Purchases – Goods/Works - SBD 7.1), In case of purchases of goods other than services, bidders should complete and sign SBD 7.1 of the Firm price only. In case of rendering of services, bidders should complete and Submission of fully completed SBD8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD9 (Certificate of Independent Bid Determination),
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract

**NB: Any bidders who did not sign and submit any of the requested documents may be disqualified.**

**PHASE TWO (2): EVALUATION OF BID RESPONSES USING THE FUNCTIONAL REQUIREMENTS:**

**TECHNICAL FUNCTIONAL CRITERIA:**

Note: Functionality scoring will be on a sliding scale as per the below table:

SCORE	DESCRIPTION
1	Poor
2	Average



3	Good
4	Very Good
5	Excellent

**TECHNICAL CRITERIA**

No	Element	WEIGHTING
1.	<b>Capacity to Deliver on the assignment</b>  (Attach CV's of the resources & Organizational structure)	40
2	<b>Company Relevant Experience &amp; Track Record</b>  (Company Profile)	20
3	<b>Project and support plan</b>  (Attach copy of support agreement).	20
4	<b>Contactable References- not a list of references</b>  (Minimum 3 reference letters; ideal 5 reference letters)	20
<b>TOTAL TECHNICAL REQUIREMENTS SCORE</b>		100

**NB:** Service providers are expected to meet a minimum threshold of **80%** on above technical requirements

**Technical Requirements**

1.1 Non-Mandatory

<b>The bidder Must have Relevant and Traceable experience in Cloud Hosting. (Attach relevant Company Profile indicating the experience)</b>	<b>Accept</b>	<b>Do not accept</b>
<b>Substantiate</b>		

1.2 Non-Mandatory

<b>The Bidder must have enough capacity and indicate the personnel to be assigned to this portfolio (Attach C.V's).</b>	<b>Accept</b>	<b>Do not accept</b>
<b>Substantiate</b>		

1.3 Non-Mandatory

<b>The bidder must Submit relevant &amp; traceable references (full details of the referee and the description of the work done and attach reference letters).</b>	<b>Accept</b>	<b>Do not accept</b>
<b>Substantiate</b>		

1.4 Non-Mandatory

<b>The bidder must have Must have the ability to conceptualise and implement</b>	<b>Accept</b>	<b>Do not accept</b>
<b>Substantiate</b>		

1.5 Non-Mandatory

<b>Implementation plan – details based how to implement the service and the timelines.</b>	<b>Accept</b>	<b>Do not accept</b>
<b>Substantiate</b>		

**PHASE THREE (3):**

**4. EVALUATION CRITERIA AND WEIGHTING:**

The RFB stipulated that the responses to be evaluated using the 80/20 preference points system in accordance with the PPPFA guidelines. Based on this system the points will be allocated as follows:

<b>Criteria</b>	<b>Points</b>
Price	80
Participation Goals/BEE	20
<b>Total</b>	<b>100</b>

**EVALUATION FORMULA**

The following formula will be applied to calculate the scores:

**Price Formula**

The following PPPFA formula was used to evaluate the price proposals submitted by bidders, this formula was used because price was the only criterion that was scored i.e. the whole 80 points were allocated to price as per par. 10.1 of this submission.

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Ps = Points scored for price of the bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid

## **5. FINAL AWARD**

Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract. WRC reserves the right to appoint one or more service providers for this project.

### SBD3.1 Pricing Schedule – Firm Prices

**This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below:**

- 1 Please indicate your total bid price here: R..... **(Not Applicable)**
- 2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**
- 3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**
- 4 Are the rates quoted firm for the full period of the contract? 

YES	NO
-----	----
- 5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

Basis of adjustment:		
Cost Breakdown:		

6

The cost of installation, delivery, site preparation etc. must be included in this proposal.	Comply	Not comply	Not Applicable
Substantiate / Comments			

7

Yearly increases in the maintenance cost must be clearly indicated.	Comply	Not comply	Not Applicable
Substantiate / Comments			

8

Yearly price increases on maintenance and licence fees must not exceed the CPI, with the anniversary date of the contract as baseline.	Comply	Not comply	Not Applicable
Substantiate / Comments			

9

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply	Not Applicable
Substantiate / Comments			

10

The bidder must indicate clearly which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply	Not Applicable
Substantiate / Comments			

11

All additional costs must be clearly specified.	Comply	Not comply	Not Applicable
Substantiate / Comments			

12

The following increases can be requested from the WRC but would be subject to the necessary approvals:  Statutory wage increases announced in the Government Gazette.  Annual tariff increase (percentage per year)	Comply	Not comply	Not Applicable
Substantiate / Comments			

**COSTING MODEL:**

ITEM/SERVICE DESCRIPTION	UNIT PRICE	TOTAL
<b>TOTAL</b>		
<b>VAT</b>		
<b>TOTAL INCL</b>		

**Price Declaration Form**

Dear Sir,

Having read through and examined the Tender Document, Tender no. **WRC030-17/18**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we offer to render **Cloud Hosting Services** as the RFP, for the total tendered contract sum of:

R \_\_\_\_\_ (**NOT APPLICABLE**) \_\_\_\_\_  
(including VAT)

In Words: R \_\_\_\_\_ (**NOT APPLICABLE**) \_\_\_\_\_ (including VAT)

We confirm that this price covers all activities associated with the rendering of **Cloud Hosting**.

We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**(Print name of signatory)** \_\_\_\_\_

**Designation** \_\_\_\_\_

**FOR AND ON BEHALF OF: COMPANY NAME** \_\_\_\_\_

**Tel No** \_\_\_\_\_

**Fax No** \_\_\_\_\_

**Cell No** \_\_\_\_\_

**Annex B :Original and Valid SARS Tax Clearance Certificate OR  
SBD2 Tax Clearance Certificate Requirement**

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## **Annex C :SBD4 Declaration of Interest**

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**Annex D :SBD 6.1 Preference Claim Form in terms of  
Preferential Procurement Regulations**

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## **Annex E : SBD 8 Declaration of Bidder's Past Supply Chain Practices**

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## **Annex F :SBD 9 – Certificate of Independent Bid Determination**

**Annex G : Certified Copies of your CIPC Company Registration Documents**

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**Annex H :Certified Copies of the Latest Share Certificates, (In case of a Company)**

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## **Annex J :General Conditions of Contract**

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## **Annex K :List of Traceable References of similar services**