

INVITATION TO BID

BID DESCRIPTION

PROVISION OF SECURITY SERVICES FOR THE SOUTH AFRICAN ASTRONOMY OBSERVATORY OFFICES IN CAPE TOWN (NRF-SAAO BUILDING), FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

Bidder Name:	PROVISION OF SECURITY SERVICES FOR THE SOUTH AFRICAN	
	ASTRONOMY OBSERVATORY OFFICES IN CAPE TOWN (NRF-SAAO BUILDING), FOR THE PERIOD OF THIRTY-SIX (36) MONTHS	
Number:	NRF/SAAO/SSCT/12/2023-24	
CLOSING DATE	14 AUGUST 2023	
CLOSING TIME:	11H00AM	
Compulsory Briefing Session:	31 JULY 2023 AT 11H00AM	
Venue:	SAAO BOARDROOM	
Address:	SAAO, 1 OBSEVATORY ROAD, OBSEVATORY	
Contact Person:	Sanchia Lewis\ Nomandla Zibaya	
Fraud Alert:	“The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.”	
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INTRODUCTION

INTRODUCTION TO THE NRF

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

BACKGROUND TO SAAO

The SAAO is a facility of the National Research Foundation, which operates under the South African Department of Science and Innovation. The SAAO is comprised of headquarters in the eponymous suburb of Observatory in Cape Town, and a dedicated research and observation station with several working telescopes (including SALT) outside the Karoo town of Sutherland in the Northern Cape. Founded in 1820, the SAAO is the national centre for optical and infrared astronomy in South Africa. Its primary role is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility to scientists. The SAAO also promotes astronomy and astrophysics in southern Africa, by sharing research findings and discoveries, and participating in outreach activities to enthuse citizens about physics and astronomy.

THE REQUIREMENTS OF THIS BID

The NRF-SAAO requires a security service provider to supply security services inclusive of access control to its premises, guarding of its premises and contents, keeping both NRF-SAAO personnel and visitors safe, assistance in cases of emergency or business continuity events, and risk advisory. The service provider renders these services per NRF-SAAO premise/site on a 24-hour basis, 365 days of each year inclusive of any leap year.

PART A – BID REQUIREMENTS

EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS

1 Detailed specifications of the goods/services to be procured:

Specification 1 – Guarding Service:

The service provider must have a minimum of five (5) years' experience in the security industry, South African registered company and registered with PSIRA as well as all employees. All Employees must be permanent residents of South Africa or in possession of valid work permit linked to the validity of the contract. The service provider must provide a guarding and access control (entrance and exit) service to site on a 24-hour 365 days per year basis utilising three 12-hour shifts per day. The requirements of the guarding service are:

- a) Security officers provide access control for the entrance and exit gates during the day and at night;
- b) Monitoring of the onsite CCTV cameras at the security desk;
- c) Proper and safe management of all keys under security service provider's control;
- d) Provide and install the service provider's patrol monitoring system for the entire contract period (e.g. clock stick or similar or equivalent);
- e) Design and implement patrol routes with night patrols. The bidder must provide patrol plans for the site with their bid document that monitors the boundary fence prohibiting any illegal access. The bidder must

provide on these patrol plans their risk assessment and what their proposed patrol frequency is including rest periods;

- f) Execute regular perimeter patrols of the grounds at night to deliver a random patrol pattern monitored by the patrol monitoring system;
- g) Control, inspect, and searching of vehicles, vehicle occupants, walk-in-staff, and visitors to the site, building, and any subcomponents thereof and ID cards check/verification of the incoming people including the staff working at the site;
- h) The service provider must have a current and valid registration certificate with PSIRA (Private Security Industry Regulatory Authority) qualifying them to deliver these services;
- i) The service provider must provide, included in the cost, the following equipment for the guards delivering the guarding services and all staff must have training in the use of these products:
 - Clock points and clock stick (or similar or equivalent devices) to the guard(s) when doing patrolling rounds;
 - Batons X2;
 - Handcuffs X2;
 - Whistles X2;
 - Torches X2;
 - Radios X2;
 - Panic buttons X2;
 - Pepper sprays X2;
 - Registers (at all times)
 - Pen and pocket book (at all times);
 - Bicycle

The guarding service utilises the PSIRA guard classification system to determine the required education standards, communication abilities (verbal, reading, and writing), and the minimum in consecutive work experience. The bidders must provide staff qualified in the following:

- a) Basic first aid training;
- b) Basic firefighting training;
- c) PSIRA guard registration

The number of guards at site are:

- a) Three guards on site per shift to cover the main guard point and to walk the perimeter patrol;
- b) Grade of guards must be Grade C (NRF-SAAO will only pay according to grade C rates)

Specification 2 - Supervision and Emergency Assistance Service

The service provider provides supervision service to supervise the guards on site. The service provider assigns a duly appointed Security Area Manager and or for each shift, a Shift Commander. The Shift Commander/ Security Area Manager makes at least one visit to the site per shift per week.

The service provider keeps an occurrence book/electronic evidence that provides an overall picture of site

activities, supervisory inspections, and all other relevant occurrences.

The service provider provides physical/electronic evidence of all of its employees' presence on site at all times, as well as the security patrols they conducted. When implementing a guard patrol control system, the service provider obtains NRF- SAAO approval (e.g. clock points and clock stick or similar or equivalent devices).

The service provider, through its security officers who provide the guarding service, assists with the handling of emergencies, as described below. In the event of an emergency, the service provider trains its guarding and supervision services in the site's emergency plans and procedures so that they can provide full support. When circumstances necessitate it, the service provider provides additional personnel to render services at the site during a crisis.

The envisaged emergencies are:

Emergency	Notification to supervisor/armed response control room	Notification to external service provider
Injury	Control Room	Ambulance
Fire	Control Room	Fire Brigade
All other threats	Armed Response Control Room	Required other parties
Criminal	Armed Response & Control Room	Police

The Security Area Manager meets with the appointed Site Facility Manager on a monthly basis (at the very least once a month) to review the service and any risk concerns that the facility manager may have. The service provider provide risk assessment and mitigation advice to reduce potential threats to the site's security.

Specification 3 - Armed Response Service

The service provider provides armed response service 24 hours a day, seven days a week, including the installation of panic buttons to alert the control room. Panic button are to be placed in strategic locations. The service provider deploys its armed response units in a geographical area to ensure a minimum response time of 10 minutes. The service provider has set up communication with the Observatory police station. The service provider has a well-established, 24-hour manned security control and office/branch within the Western Cape Province and within a 50-kilometer radius.

The service provider provides an armed supervisor/inspector 24 hours a day, seven days a week to respond to and assist in the event of an emergency.

Specification 4 – Electronic Access Control System

We require an electronic app or system that provides you with a modern reliable solution for, but not limited to the following:

- Access control;
- Visitor management of vehicles;
- Tracking deliveries or services;

- Time Clocking for employees

The electronic access control system is Cloud based and integrates with Google or similar apps:

- All data should be protected by Google or similar server;
- One account one password;
- Back end accessible from anywhere;
- POPI compliant – so info is legally obtained;
- No Capital Layout

The Device:

- Durable device used for scanning;
- Waterproof;
- Shockproof;
- Dustproof;
- 1 x Rugged Device;
- 1 x Sim Card (for the device);
- Sufficient Data/month;
- Full functionality on cloud based back end web application

Connection

- Works off of a mobile network or WIFI connection;
- Sufficient data on each device included per month;
- Unlimited scans on Wi-Fi

How it works:

- Simply scan the licence disc of car and driver's license/Identity document of driver upon arrival and exit;
- Information obtained by device is sent to an easy-to-use back end for viewing;
- Other information relating to the entry can be added to suit your company requirements;

Back end & filters:

Pre-registration

- employees
- regular visitors
- Suppliers/service providers

Visitors Notification – Email

- Notify facilities manager of visitor's arrival on site.
- Notify residents their visitor has arrive or that they have a visitor

Block - All unwanted vehicles from your site.

- Guard will receive an access denied on screen if you have block a vehicle from entering your site

DUE DILIGENCE

1 Provide detailed requirements to evaluate the bidder's ability to deliver on the bid.

- 1.1 Armed response service or contract (Evidence) where this service is outsourced
- 1.2 Bidder's reaction time to site must be a maximum of 10 minutes (Plan stating where the service provider stations armed response units within a geographical area of the site to deliver a minimum reaction time of 10 minutes).
- 1.3 Bidder's history listing minimum of 5 years' experience Valid registration certificate from PSIRA and South African registered company
- 1.4 Letter of good standing from Department of Labour
- 1.5 Municipal account showing site of own 24-hour security monitoring room
- 1.6 Certified copy of employer registration with the Compensation Fund
- 1.7 Certified copy of employer registration with the Unemployment Insurance Fund
- 1.8 Certified copy of the bidder's Public Liability Insurance of not less than R 5 million or Letter of Intent
- 1.9 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).
- 1.10 A list of projects, with a minimum of three projects combined for a value of more than R3 million, over a period of 5 years reflecting the contact person and his/her position, contact details, description of project undertaken and the budget thereof
- 1.11 Security operations and/or Area Manager's Private Security Industry Regulatory Authority valid certificate or similar that will manage this project

2 Ethical requirements

- 2.1 The bidder must confirm that there are no interests with the NRF and its business units, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1 & SBD 4.

CONTRACT PERIOD

The contractual period for this bid is three (3) years commencing from the date of final signature on the SBD 7.2 Contract Signing Form..

CONTRACT MANAGEMENT

1 **Specify method of delivery and conditions for determining successful delivery after contract (SBD 7.2) is signed**

- 1.1 An initial meeting will be scheduled between the assigned NRF-SAAO personnel and the appointed service provider to determine delivery execution. Both parties will review the proposed project execution plan submitted with the bid and reach an agreement on the finalised timetable, which will include a clear start and end date for the implementation.
- 1.2 Project management of guarding service is included in the Supervision Service section (Specification 2) of this document

2 **Delivery Timing**

The times to be communicated with the project team after the signing of the SBD 7.2.

3 **Installation and configuration service**

- 3.1 The clocking or tagging system, installation to be prior to the start of service

4 **Support service**

- 4.1 Supervision and Armed Response:

- 4.1.1 The service provider must have a well-established, 24-hour security control room within the boundaries of the Western Cape Province and within 50km radius for the duration of the contract. The service provider must provide an armed supervisor/ inspector on a 24-hour basis to react and assist in events onsite.

5 **Security Officer's Training:**

The service provider must deploy trained staff/security officers. The service provider keeps a copy of the valid and up-to-date certificates. PSIRA certification for all personnel must be current for the duration of the contract. The service provider keeps a copy of the training certificate in the personnel files of each security officer, and the NRF-SAAO has the right to request such certificate within seven (7) days of the security officer's start date to verify such training was received. When security officers are sent on training, the service provider makes prior arrangements with the NRF-SAAO site's representative to have the necessary replacement in place before the security officer is released to attend.

6 **Access Control Registers/Electronic Access Control System:**

The service provider must provide NRF-SAAO with approved access control forms/ Electronic Access Control "At the Gate - ATG" or similar System that records information available at all times regarding persons and vehicles admitted to the site within a specific period, in case an occurrence, or occurrences, should take place which might lead to a judicial enquiry or other investigation.

The service provider's security officers do not allow any person to enter the premises on foot or in a vehicle without completing the access control forms and registers/being scanned by the Electronic Access Control System.

7 **End of life management**

The service provider and NRF-SAAO will sign off the close out report at the end of the contract. If there is any

installed equipment to be removed by the service providers at their own cost, it must be removed on the last day of service.

8 Littering, Trading and Hygiene:

The service provider's personnel must refrain from littering and keep their site/ground/building/work area occupied by them clean, hygienic, and neat.

Under no circumstances are security personnel allowed to trade on the NRF-SAAO premises.

9 Public image

The NRF-SAAO's public image is very important to the NRF-SAAO. The service provider's security officers must always assist visitors and staff members through friendly, helpful, knowledgeable, professional rendered service level.

Supervisors and security officers must maintain a professional image and appearance, which includes not lounging, smoking, eating while attending to people, or sleeping on the job. The supervisors and security officers present must maintain a dedicated attitude/approach to security at all times, including no unnecessary arguments with visitors/staff or disrespectful behaviour toward them.

10 Security Clearance:

The service provider obtains police clearances, conducts security checks, and verifies PSIRA registrations are valid prior to deploying their personnel to the NRF-SAAO site.

11 Patrol Monitoring System:

The service provider acquires, implements and hands over to the NRF-SAAO a patrol monitoring system. The service provider maintains the system for the NRF-SAAO. The system, through the service provider, when accessed by the NRF-SAAO representative, must provide physical evidence of the presence of all its employees on site at all times and the patrol routes. The service provider and the NRF-SAAO representative monitor the design of the patrol routes to ensure security of the site including coverage of high-risk areas.

12 Security Service Procedure Manuals:

At all times, the service provider provides detailed procedure manuals for all security functions available on the NRF-SAAO site. At the start of the contract, the service provider customizes their procedure manuals in consultation with the NRF-SAAO representative to meet the NRF-SAAO site requirements and improve service delivery. The customized manuals are approved by the service provider and an NRF-SAAO representative before they are put into service. The approval of the manuals does not relieve the service provider of any of their contractual obligations. After the first three months of the contract, the service provider and the NRF-SAAO representative review the procedure manuals for any deficiencies and both parties approve such corrections. Every twelve months, the service provider and the NRF-SAAO representative review the procedure manuals, taking into account the annual risk plan and any changes to the emergency procedures.

13 Registers (Occurrence Book/ Incident register):

The service provider maintains an occurrence book giving an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the site. The service provider's security staff on duty make clearly legible, in blue/black ink, the following entries:

13.1 All listed routine procedures such as patrols undertaken,

- 13.2 Handing over of shifts,
- 13.3 Mentioning the procedures followed, by whom and the time of commencement,
- 13.4 Records of all incidences, however, slight or unusual, with reference made to the correct time and relevant actions taken,
- 13.5 Record all security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times,
- 13.6 Issue and/or receipt of keys, specifying the time and by whom they were received or delivered, Unlocking or locking of doors or gates, specifying the time and by who locked or unlocked, and
- 13.7 Handing over of shifts, mentioning all names of all shift staff, and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.
- 13.8 After the taking over of shifts, the security officers make entries declaring that they have read the Occurrence Book in order to acquaint themselves with events that occurred during the previous shift.
- 13.9 Shift commanders, supervisors, and area managers are required to do the same as stated above for all visits to the site with these entries being in red ink.
- 13.10 Under no circumstances is an entry in the occurrence book erased, painted out with correction fluid or totally deleted. It can only be crossed out by a single line and initialled on the side.
- 13.11 The service provider stores the completed (full) Occurrence Books until the end of the contract (and for a period of at least twelve months after the end of the contract.)

14 Dress Code (Uniform and identification):

The service provider undertakes that each and every member of the security personnel will at all times when on duty be fully equipped in respect of the specified equipment. The security personnel must wear a full uniform that is neat and clearly identifiable to the service provider including matching rain coats and overcoats, a clear identification card of the service provider with the identification photo, staff number and PSIRA Registration number Dress code to be corporate and not combat uniform.

15 Security Personnel:

The service provider provides security officers and supervisors to the site at all times and must have at least the Senior Certificate level, good abilities to communicate in English, able to read and write in English, not be younger than 19 years of age, have (2) two years' consecutive experience or more, first aid training, basic firefighting training, physically healthy, computer literacy and medically fit for the execution of their duties.

The service provider verifies and warrants the supervisors and security officers supplied are registered and in good standing with PSIRA and South African registered companies

The service provider submits a recent SAPS Criminal record clearance certificate at its cost to the NRF-SAAO representative for all security officers supplied to render the service within (14) fourteen days after the security officers commence the service. Failure to meet this condition requires the service provider to remove the disqualified security officer from the NRF-SAAO site.

The service provider obtains prior approval from NRF-SAAO for the exchange of any security personnel currently assigned to the NRF-SAAO site. After the weekly/monthly meeting, the NRF-SAAO may request in writing, or verbally confirm later in writing, an immediate replacement if a security officer does not meet the criteria or fails to deliver the specified levels of performance. The NRF-SAAO reserves the right to screen the

security officer assigned to its site and to require substitution and/or removal, while providing valid reasons to the service provider for its action. When the NRF-SAAO exercises its right to screen the security officer, the screening is completed within (7) seven days of notification.

The NRF-SAAO has the right to ascertain from the PSIRA that the assigned security officers, supervisor, manager, and commanders are in good standing with the Authority.

Where the NRF-SAAO requires removal of an employee of the service provider, the service provider removes that employee immediately from the site. The NRF-SAAO is not liable to any person whatsoever (including the service provider's employees) for any damages or claims of whatever nature which may arise because of this replacement, and the service provider indemnifies NRF-SAAO against any such claims.

16 Duty List:

The service provider provides the duty list in a format that serves as proof, at all times which staff are assigned for the shift and that such staff are indeed on duty. The service provider has daily, weekly, or monthly duty lists of all security staff on duty kept in the security control office where such service is rendered. Any change to the duty list shall be crossed out by a single line, initialled, dated, and noted in the occurrence book.

17 Staff Records:

The service provider's Human Resources maintain staff files inclusive of scholastic/education, registration certificates, medical certificates, and security clearances of all security staff employed at the NRF-SAAO sites that are up to date and allows the NRF-SAAO access thereto if the NRF-SAAO requires such access.

18 Contact with the NRF-SAAO representative:

The security officers must immediately report any abnormal and/or noteworthy incident to the shift commander, the supervisor, and the NRF-SAAO site representative who in turn will inform Management.

The service provider furnishes a monthly report of the security service incidents, etc. transpired in the previous month to NRF-SAAO representative.

A formal monthly meeting or, where circumstances dictate, a weekly meeting is held between the NRF-SAAO site representatives, the service providers' supervisor, and the service provider's management to discuss the performance of the services, reports, and any risk concerns. The NRF-SAAO maintain the minutes of the meeting and may use audio media to provide accurate minutes. The NRF-SAAO distributes copies of the minutes to all attending the meeting.

19 Lost articles:

Definition: lost article are articles found at the site of which the ownership could not immediately be established.

The security officer's hand lost articles immediately to the NRF-SAAO representative of the site for safekeeping and recorded in the occurrence register.

20 Deliveries:

Security officers may at times be required to receive or accept deliveries for an NRF official. The security officers will alert the site's reception, who will then notify the official. The delivery is accepted/received by the official or colleagues. If the delivery is urgent or involves a sensitive/valuable item, it is referred to the NRF-SAAO site representative for action.

The security officers refer all deliveries to the site's reception. In exceptional circumstances after hours' collections or deliveries must be agreed with NRF-SAAO site representative in advance and noted in the occurrence book.

21 Termination of contract due to non-performance

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

22 NRF-SAAO staff unrest incidents:

In the event of any industrial action by employees or former employees of NRF-SAAO at the site, the security officers on site shall immediately notify management of the service provider who shall interact with management of NRF-SAAO on how to respond to the industrial action. The security officers on site shall do everything in their power to secure the site and protect NRF-SAAO property.

23 Labour unrest incidents:

If the services are interrupted/or temporary deferred because of any labour unrest, labour disputes, civilian disorder, a local or national disaster or any other cause beyond the control of the service provider (including employees of the appointed service provider), the NRF-SAAO and the service provider must come to an agreement on methods to ensure continuation of the security service.

24 Organizational equipment:

The service provider may not, unless otherwise agreed to in writing by the NRF-SAAO, make use of any of the NRF-SAAO's equipment, aids and/or property for purpose of compliance with these terms and conditions, which may include but not limited to equipment, aids and / or property include, inter alia, vehicles, stationery, firearms, room and furniture.

25 Keys Management:

All keys required to obtain access to those parts of the site where service is rendered is provided by NRF-SAAO. The security officers will be required to sign the key register to confirm receipt of such keys.

26 Signage:

The service provider does not erect or display any sign, printed matter, painting, name plates, advertisement, articles or objects of any nature whatsoever, in, or against NRF-SAAO building or site or any part thereof without prior written consent. The service provider does not publicly display any article or object which might be regarded as objectionable or undesirable. Where there is no prior written consent, the service provider removes the offending item at his or her own cost.

27 Training to deal with NRF-SAAO identified risks:

The service provider, with the NRF-SAAO representative, train the security officers deployed to site to deal with the risks as set out in the NRF-SAAO risk plan including the COVID-19 protocols.

28 Access to NRF-SAAO Emergency Plan and Procedures:

The NRF-SAAO representative explains the site's emergency plan and procedures to the service provider. The service provider trains its employees in these areas, ensuring that the employees are fully conversant with emergency plans and procedures, allowing them to provide full support in the event of an emergency.

29 Occupational Health and Safety when working on NRF-SAAO site:

It is the responsibility of all personnel performing work on the NRF-SAAO site as part of this contract to obtain safety induction.

Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits.

The appointed bidder, once signing the contract (SBD 7 and the NRF's SAAO Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the appointed bidder shall make available to SAAO on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.

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

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

30 Original bid documents for contract signing

The sets of original bid documents in soft copy format serves as the original master set for the legal contract document between the contracting parties. The master set remains at the NRF-SAAO and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The supplier and the NRF agree to electronic signatures and/or physical signatures. On signing of this contract, both parties will receive an un-editable electronic copy of the signed version

31 Managing service levels

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

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

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

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

Both parties will monitor the corrective actions.

Both parties will assess the applicability of penalties to the incurred poor performance and apply these, the service performance levels are listed below.

32 Termination of contract due to non-performance

The service performance levels are:

Performance being measured	Measurement	Penalty trigger level	Penalty
Guarding Service, access control, deliveries	Registers and patrol monitoring reports Real time monitoring alerts	Thefts, Security officers not qualified as per the requirement	A penalty of 10% of the monthly invoice for each incident where no security officers are on site. A penalty of 30% of the monthly invoice on repeat of the offence A penalty of 50% of the monthly invoice on the third offence Termination of contract on the fourth occurrence
Routine patrol as guided by the patrol clocking points	Patrol tagging report	Missed 5% of tagging points	A penalty of 1% of the monthly payment invoice/certificate for each incident, 10% of the monthly invoice if more than 5% tagging is missed
Supervision Service	Registers as stated in this contract	No record of supervisor on site	A penalty of 5% of the monthly payment invoice/certificate for each incident.
Armed Response Service level	The NRF-SAAO will conduct random tests to verify this service level	No response and more than 20 minutes' response time	A penalty of 5% of the monthly payment invoice for each incident. 10% penalty on non-response for the first time and 20% penalty of the monthly invoice on non-response for the second time. Termination/Replacement of the armed response on non-response for the second time.
Compliance and adherence to the Private Security Industry Regulation Act,	The company and its employees must be active members of PSIRA for the duration of the contract. Proof must be made available as and	No proof of PSIRA compliance	If the security service provider is found guilty of improper conduct in terms of the contract, the service provider will be reported to PSIRA and be subjected to the penalties as

Act no. 56 of 2001 (PSIRA). Improper conduct by a security service provider.	when requested by the NRF-SAAO.		contemplated in PSIRA code of conduct.	
Records and register management	Availability of all stipulated records and registers	No records or incomplete records	A penalty of 5% of the monthly payment invoice/certificate for each incident.	

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
<p>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”.</p> <p>The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.</p>	
GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	“Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	“Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	“Day” means calendar day.
1.8	“Delivery” means delivery in compliance of the conditions of the contract or order.
1.9	“Delivery ex stock” means immediate delivery directly from stock actually on hand.

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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.

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1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music,

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	<p>paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.</p>
SCC5B	Confidentiality
	<p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> • Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. • Use, exploit or in any other manner whatsoever apply the confidential information for any other

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purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or

- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

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

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

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

The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

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

The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain

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	immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or 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.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the

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	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.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against

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	loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	Incidental services
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
SCC	In the event that this document specifies provision of spare parts elsewhere, the term "may" in

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	GCC14 is replaced by the term “shall”, the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
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.
SCC	No special condition applicable, unless specified elsewhere in this document.
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.
SCC	Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract

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GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	No additional special conditions other than stated in the price section in this document.
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

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	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	<p>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:</p> <p>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;</p> <p>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p>

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	<p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	<p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	Anti-dumping and countervailing duties and rights
24.1	<p>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</p>
GCC25	Force Majeure
25.1	<p>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.</p>
25.2	<p>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</p>
GCC26	Termination for insolvency
26.1	<p>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.</p>
GCC27	Settlement of disputes

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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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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.

EVALUATION CRITERIA FOR THE BID

This bid will be evaluated based on the following phases:

PHASE 1

Document description to be submitted with the bid	Weight (Mandatory/ Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	SCM Verification
B-BBEE certificate or Sworn affidavit	Optional	Submit valid certificate or sworn affidavit	Go/No Go		
Signed SBD 6.1	Mandatory	Signed and completed	Go/No Go		
Signed SBD 4	Mandatory	Signed and completed	Go/No Go		
Signed SBD 3.1	Mandatory	Signed and completed	Go/No Go		
Signed SBD 1	Mandatory	Signed and completed	Go/No Go		

PHASE 2:

Document description to be submitted with the bid	Weight (Mandatory/ Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
Evidence of Armed response service or contract where this service is outsourced	Mandatory	Submitted document	Go/No Go		
Bidder's history listing minimum of 5 years' experience in security services – Company Profile or any other evidence	Mandatory	Submitted document	Go/No Go		

Document description to be submitted with the bid	Weight (Mandatory/ Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
Valid registration certificate from PSIRA	Mandatory	Submitted document	Go/No Go		
Valid Letter of good standing from Department of Labour	Mandatory	Submitted document	Go/No Go		
Municipal account or valid lease agreement showing site of own/ 24-hour security monitoring room in Western Cape within 50km radius	Mandatory	Submitted document	Go/No Go		
Valid Copy of the registration as employer with the Compensation Fund	Mandatory	Submitted document	Go/No Go		
Valid Copy of registration as employer with the Unemployment Insurance Fund	Mandatory	Submitted document	Go/No Go		
Valid Copy of the bidder's Public Liability Insurance of not less than R 5 million or Letter of Intent	Mandatory	Submitted document	Go/No Go		
Bidder's reaction time to site maximum 10 minutes (Project Plan)	Mandatory	Submitted document	Go/No Go		

Document description to be submitted with the bid	Weight (Mandatory/Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
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)	Mandatory	Submitted document	Go/No Go		

NB: Bidders who do not submit the mandatory documentation for phase 1 & Phase 2 will be disqualified and will not proceed further to phase 3 (pricing)

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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THE BID PREPARATION

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. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

Response preparation costs

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

Counter proposals

No counter proposals are accepted.

Two envelope system

The NRF, in the interests of transparent procurement, utilises the “two-envelope” system to minimise any form of price bias in the technical selection phase, whereby the pricing is separated from the rest of the bid submission.

For electronic submissions, bidders are required to save their submissions in, at minimum, the following separate files or zipped folders, clearly named:

- [Bidder Name] – Part 1A – Bid forms and compliance response
- [Bidder Name] – Part 1B – Technical response
- [Bidder Name] – Part 2 – Bid Price Schedule

Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

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

Fronting

The NRF supports the Government's broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties' representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies, a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have

against the concerned third party.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the responding third parties 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 and/or services in accordance with specifications as set out in these bid documents;

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

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

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

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

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

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

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being South African Astronomical Observatory

THE BIDDER SELECTION PROCESS

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

Responsive to submission requirements

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

Meeting technical specifications

The NRF's evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications set out in this document.

The bidder will be disqualified as they did not meet the minimum technical specifications.

Due Diligence Research

SAAO will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and will conduct interviews with bidders to clarify their bid submission to the evaluation committee

Stage 2 – Price competition

The NRF's evaluation committee assess compliant bidders from the technical evaluation stage on their pricing and B-BBEE accreditation. The NRF's evaluation committee 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's evaluation committee 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 the Bid Adjudication Committee for subsequent approval by the 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.

Cancellation of the bid prior to award

The NRF cancels this bid invitation prior to making an award where

- a) Due to changed circumstances there is no need for the specified procurement in the document, or
- b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
- c) 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.

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

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

- | | |
|----|---|
| 1. | Compliant price calculation for price competition: Price quoted is South African Rands |
| 2. | Date of unit pricing: All unit prices are quoted at the date of this bid. |
| 3. | Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified |

	delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Contract Price Management during the contract: Where appropriate, Facilities manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
8.	Delivery Points are: 1 Observatory Road, Observatory, Cape Town.
9.	Application of Preference Points: In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.

PHASE 3- BID PRICE SCHEDULE (SBD 3.1)

Save pricing documents in a separate file, clearly named as per Bid Preparation Requirements

No	QTY	DESCRIPTION	UOM	Year 1 Excl. VAT	Year 2 Excl. VAT	Year 3 Excl. vat
1	2	Guarding Service: Grade C per day shift (including of all associated costs and reliever)	Per month			
1.1	2	Guarding Service: Grade C per night shift (including of all associated costs and reliever)	Per month			
2	1	CCTV site operator monitoring on site per day shift (including of all associated costs and reliever)	Per month			

No	QTY	DESCRIPTION	UOM	Year 1 Excl. VAT	Year 2 Excl. VAT	Year 3 Excl. vat
2.1	1	CCTV site operator monitoring on site per night shift (including of all associated costs and reliever)	Per month			
3	1	Armed Response Service with panic buttons x 5	Per month			
4	1	Electronic Access Control & two hand held device	Per month			
Total per year for items 1 to 4						
VAT 15%						
Total - Including VAT:						

PART C - RETURNS

INVITATION TO BID (SBD 1)			
Bid number	NRF/SAAO/SSCT/12/2023-24		
Closing date and time	14 AUGUST 2023, 11h00		
The NRF recognises the date and time as recorded on its systems for closure purposes.			
SUMMARY OF BID REQUIREMENTS			
PROVISION OF SECURITY SERVICES FOR THE SOUTH AFRICAN ASTRONOMY OBSERVATORY OFFICES IN CAPE TOWN (NRF-SAAO BUILDING), FOR THE PERIOD OF THIRTY-SIX (36) MONTHS			
Number of original bid documents for contract signing		Electronic copy, 1	
Number of evaluation copies:		Electronic copy, 1	
Two envelope system		Yes, see Bid Preparation on Page	
Price validity period from date of closure		One hundred and fifty (150) days	
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	SCM	Section	Facility
Contact person	Nomandla Zibaya	Contact person	Sanchia Lewis
E-mail address	scm@saa.ac.za	E-mail address	sanchia@saa.ac.za

SUPPLIER INFORMATION			
Name of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			

SUPPLIER INFORMATION					
Code		Number			
Facsimile Number					
Code		Number			
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]		
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).					
BID SUBMISSION					
1	Electronic submissions must be sent on or before the closing date and time stipulated on the SBD1 form, to scm@saa0.ac.za with the Bid Number as the subject line . Bids received after this time will NOT be accepted for consideration. SAAO will not accept responsibility for bids not received.				
2	All bids must be submitted on the official forms as provided – (not to be re-typed) or in the manner prescribed in the bid document. It is preferable that bidders complete official forms electronically and				

SUPPLIER INFORMATION	
	save them in a PDF searchable format.
3	Bid submissions are to be separated into separate files/zipped folders as per the Bid Preparation Requirements on Page. Bid submissions should preferably be in PDF searchable format. Files or zipped folders must be titled with the bidder's company name and file/folder title. Attachments are limited to 25 MB per e-mail. Bidders may use WeTransfer, Dropbox, or Google Drive to submit their bid documentation.
4	This bid is subject to the specifications and special conditions of contract pertaining to this bid, and 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.
5	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 in, 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.

SBD4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2

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

YES/NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between R2000 and R50m	20	18	14	12	8	6	4	2	
Points Claimed (Supplier to complete)									

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

The format of the reference letter is optional.

REFERENCE LETTER FORMAT FOR BIDDER – SECURITY

Referee Legal Name:

Company:

Bid Number:

Bid Description

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
How would you rate responsiveness to onsite security incidents/issues of non-compliance?			
How would you rate the Company's overall compliance to industry related requirements, viz skill and competency of Team, relevant industry accreditation of staff performing the work, etc.?			
Approximate value of contract			
Would you use the provider again?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

RETURNABLE DOCUMENT CHECKLIST

(M – Mandatory); (O – Optional)	Submitted		Reference to Bidder's document
B-BBEE certificate or Sworn Affidavit	O	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Completed Procurement Invitation (SBD 1)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Completed Declaration of Interest with Government (SBD 4)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Completed Preference Points Claimed (SBD 6.1)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bidder's history listing minimum of 5 years' experience in security services – Company Profile or any other evidence	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Evidence of Armed response service or contract where this service is outsourced	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Valid registration certificate from PSIRA	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Letter of good standing from Department of Labour	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Municipal account or valid lease agreement showing site of own 24 hour security monitoring room in Western Cape within 50km radius	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Certified copy of the registration as employer with the Compensation Fund	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Certified copy of the registration as employer with the Compensation Fund	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Certified copy of the bidder's Public Liability Insurance of not less than R 5 million or Letter of Intent	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bidder's reaction time to site maximum 10 minutes (Project Plan)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	

(M – Mandatory); (O – Optional)	Submitted		Reference to Bidder's document
Completed Pricing (SBD 3.1)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pricing is saved as a separate file, clearly named as per Bid Preparation Requirements Pricing Schedule	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	

BID SIGNATURE (SBD 1)
<p>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.</p>
<p>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).</p>
<p>I confirm that I am duly authorised to sign this offer/ bid response.</p>
<p>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</p>
<p>SIGNATURE OF BIDDER:</p>
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)</p>