

## REQUEST FOR QUOTATIONS

<b>SERVICES</b>	<b>X</b>
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DESCRIPTION:	PROVISION OF CONTRACT ADVISORY, CONTRACT LAW AND CONTRACT MANAGEMENT SPECIALIST SERVICES FOR COMMERCIAL CONSTRUCTION PROJECTS UNDER FIDIC, SAICE GCC, NATIONAL TREASURY GCC AND NEC4 CONTRACTS		
RFQ NUMBER:	SARAO-SPMO-TM-(PRF-4063)-2026-27		
RFQ PUBLICATION DATE:	22 May 2026		
CLOSING DATE AND TIME:	09 June 2026 at 11:00AM		
QUOTATIONS TO BE SUBMITTED VIA EMAIL TO:	<a href="mailto:tmothupi@sarao.ac.za">tmothupi@sarao.ac.za</a>		
PREFERENCE POINTS SYSTEM:	80/20		
<b>DELIVERY INFORMATION</b>			
LOCATION:	Cape Town, Johannesburg and SARAO site in Carnarvon		
LEAD TIME (purchase order date)	7 days after the official order		
<b>Enquiries relating to bidding procedures may be directed to:</b>		<b>Technical enquiries may be directed to:</b>	
<b>Contact person:</b>	Tumelo Mothupi	<b>Contact person:</b>	Swethani Monyayi
<b>E- Mail address:</b>	<a href="mailto:tmothupi@sarao.ac.za">tmothupi@sarao.ac.za</a>	<b>E- address: Mail</b>	<a href="mailto:smonyayi@sarao.ac.za">smonyayi@sarao.ac.za</a>
<b>Telephone No:</b>	011 268 3423	<b>Telephone No:</b>	021 506 7300

## SUPPLIER INFORMATION

Name of Bidder Name:

Street Address:

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

Tax  
Compliance  
Status

Tax  
Compliance  
System PIN

OR

Central Supplier  
Database No.

MAAA

B-BBEE Status  
Level Verification  
Certificate

Tick Applicable Box.  
 Yes  No

B-BBEE Status  
Level Sworn  
Affidavit

Tick Applicable Box.  
 Yes  No

**[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]**

Are you the accredited  
representative in South  
Africa for the  
goods/services/works  
offered?

Yes  No  
[If yes  
enclose  
proof]

Are you a foreign-  
based supplier for  
the  
goods/services/work  
s offered?

Yes  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).



## 1. INTRODUCTION TO SARAO

The South African Radio Astronomy Observatory (SARAO) is a National Facility of the National Research Foundation, and is responsible for implementation of South Africa's strategic investments in radio astronomy. This includes participation in the construction and operation of the international Square Kilometre Array (SKA) project, and implementation of projects and programmes such as the MeerKAT telescope in the Karoo, the Hartebeesthoek Radio Astronomy Observatory (HartRAO) in Gauteng, the Africa Program (including the African VLBI Network), as well as the associated human capital development and commercialisation endeavours.

The SARAO project office has offices based in Johannesburg and Cape Town, as well as the radio-quiet SKA host site in the Karoo, 90km from Carnarvon in the Northern Cape, which hosts the Square Kilometre Array mid-frequency telescopes and MeerKAT radio telescopes, as well as a number of international guest instruments.

SARAO is responsible for delivering a range of engineering equipment, infrastructure, building facilities, construction works and refurbishment projects required to support its operations across South Africa. These projects are essential to ensuring that SARAO has the necessary facilities, infrastructure and operational capability to fulfil its organisational mandate. Due to the specialised nature of these works, SARAO procures most of its infrastructure design, construction and refurbishment services through open competitive bidding processes to appoint suitably qualified consultants, contractors and service providers for work packages where the organisation does not have the required internal capacity or specialist expertise.

In consultation with the National Research Foundation (NRF), SARAO delivers building and infrastructure projects in accordance with approved operational, technical, functional and statutory requirements. The International Federation of Consulting Engineers (FIDIC) suite of contracts, the National Treasury General Conditions of Contract (NT GCC), and the South African Institution of Civil Engineering General Conditions of Contract (SAICE GCC) are among the preferred forms of contracts used for the delivery of these works. In addition, SARAO undertake certain specialised engineering and project work packages under the New Engineering Contract 4 (NEC4) suite of contracts, depending on the nature, complexity and delivery requirements of the project.

Given the complexity, commercial exposure and contractual risks associated with these projects, SARAO requires the services of a suitably experienced Contract Advisory and Contract Management Specialist to provide independent expert support across procurement, contract administration and contract management processes. The appointed specialist will be required to provide strategic contract advisory services to SARAO, support project management teams, review and advise on contractual correspondence, notices, claims, variations, compensation events, extensions of time, payment matters, contractor performance issues and potential disputes. The specialist will also be required to prepare contractual reports, support or lead dispute management processes, and provide ongoing expert advice on contractual matters as needed.

## 2. SUPPLY SPECIFICATIONS

SARAO invites the submission of quotations for the appointment of a service provider in Contracts Management to provide the required services as listed below:

### 2.1. Deliverables/ Requirements

The scope of work for this category may include, but is not necessarily limited to, the following components as listed below:

- a) Strategic Contract Advisory and Commercial Guidance
  - Provide independent expert advice on the interpretation, application and administration of FIDIC, SAICE GCC, National Treasury GCC and NEC4 contracts.
  - Advise SARAO on appropriate contractual strategies, contractual risk allocation, commercial positions and the practical implications of contract clauses.
  - Provide guidance to project managers, controls team, engineers, procurement officials and executive stakeholders on complex contractual matters.
- b) Claims, Dispute Avoidance and Dispute Resolution Support
  - Review, assess and advise on contractor claims, including claims relating to time, cost, variations, compensation events, extensions of time, delay, disruption, acceleration, suspension, non-performance and termination.
  - Support the preparation of SARAO's contractual responses, statements of case, adjudication/arbitration/litigation support documentation and dispute avoidance strategies.
  - Provide independent assessment of the merits, risks and likely outcomes of claims and disputes.
- c) Contract Administration Assurance and Governance Support
  - Review contract administration practices to ensure alignment with applicable conditions of contract, procurement requirements, governance processes and SARAO's internal controls.
  - Advise on notices, instructions, early warnings, compensation events, payment certification, variation orders, contract amendments, contract communications and contractual records.
  - Provide assurance that project teams are administering contracts in a defensible, consistent and compliant manner.
- d) Procurement, Tender and Contract Documentation Advisory
  - Provide expert input into tender strategies, procurement documents, contract data, special conditions of contract, employer's requirements, scope documents, pricing documents, evaluation criteria and risk allocation mechanisms.
  - Review draft contract documentation to ensure that it is clear, enforceable, commercially sound and aligned to the selected form of contract and project delivery strategy.

- e) Performance, Commercial and Contractual Risk Management
- Identify, assess and advise on contractual, commercial and performance-related risks across active contracts.
  - Support SARAO in managing contractor non-performance, delays, defects, payment disputes, contract variations, non-compliance and potential termination scenarios.
  - Provide proactive advice to reduce exposure and protect SARAO's contractual and commercial interests.
- f) Independent Review, Capacity Building and Knowledge Transfer
- Provide independent peer review of complex contractual matters and support internal capability development through advisory sessions, workshops, and coaching.
  - Transfer knowledge to SARAO's project management, procurement, engineering and contract management teams on best practice contract administration under FIDIC, SAICE GCC, National Treasury GCC and NEC4.

## 2.2. Timelines

The commencement dates for the first contact session/ kick-off meeting will be confirmed, following contract award to the successful bidder.

## 2.3. Delivery format

- SARAO has offices/sites in Cape Town (Mowbray), Johannesburg (Observatory, Hartebeesthoek), and Karoo Support Base (Klerfontein, Carnarvon). The service provider is expected to visit these offices/sites for the face-to-face contact sessions during office hours (8:00 to 16:00), and prior arrangements must be made in advance for the office visits.
- All final reports will be reviewed by SARAO before final acceptance.
- Soft copy in PDF, Word, Excel, PowerPoint, etc. format must be shared with the SARAO representative.

## 2.4. Contract and payment terms

- **SARAO reserves the right to terminate the contract and use another service provider at any time if required services are not achieved.**
- Invoices are to be submitted to SARAO for payment after successful completion of each activity, approval by the Project Manager; as identified in the pricing schedule and payment will be processed within 30 days from invoice date.
- No advance payments will be accepted.

### 3. EVALUATION PROCESS

The RFQ will be evaluated in the following three phases:

<b>Phase 1:</b>	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
<b>Phase 2</b>	Functionality (specification evaluation)
<b>Phase 3:</b>	<p><b>80/20 preferential point system in terms of PPPR22</b></p> <ul style="list-style-type: none"> <li>- 80 – Price (vat and all taxes included)</li> <li>- 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1</li> </ul> <p>- <b>Specific goals:</b> <i>relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability</i></p>

#### Phase 1 – Administrative Compliance

All returnable documents marked mandatory ('M'), must be completed or submitted by service providers in order to proceed to be evaluated further in Phase 2.

Returnable Document/ Schedule	Mandatory (M) / Optional (O)
Signed SBD 1 form	<b>M</b>
Signed and completed SBD 3.1 form (pricing schedule)	<b>M</b>
Signed and completed SBD 4 form	<b>M</b> (=> R 2 000)
Signed and completed SBD 6.1 form	<b>M</b> (=> R 2 000)
Valid BBBEE certificate, or sworn affidavit detailing annual turnover, in the case of EMEs and QSEs	<b>O</b> (preference points will not be allocated if not submitted)
CIDB requirement ( If applicable)	<b>N/A</b>

## Phase 2 – Functionality Criteria

Service providers must meet the functionality requirements listed below. Service providers that fail to achieve a “GO” for each functionality requirement will not be considered for further evaluation.

No.	Functionality requirement	How this will be evaluated	GO / NO GO
1.	The bidder must provide a specific named resource who will be responsible for delivering the full scope of services required under this RFQ	Submit confirmation of the named resource(s) proposed to deliver the required services and fulfil the full scope of deliverables	
2.	A Bachelor’s Degree (i.e., LLB, BCom Law, or Built Environment/Quantity Surveying) from a reputable South African or relevant tertiary institution	Submit certified copies of the relevant Qualification	
3.	Registered with the Association of Arbitrators or the Construction Law Society of South Africa	Provide certified copies of the valid Registrations	
4.	<ul style="list-style-type: none"> <li>• Minimum of 10 years Commercial/ Contractual Law or Contracts Management related experience.</li> <li>• Extensive experience working in the management of contracts/ construction management for multiple projects greater than or in excess of R50 million and dealing with NEC, FIDIC, SAICE GCC, and NT GCC forms of contracts.</li> <li>• In-depth understanding and working knowledge of the full suite of FIDIC contracts (i.e., White, Yellow &amp; Red books), including their use for procurement under SA law.</li> <li>• Full understanding and working knowledge of the key legal risk areas, such as but not limited to Contractual Liability, insurance requirements, defects, performance guarantees, etc.</li> <li>• Sound knowledge of construction industry legislation impacting the effective business practice and corporate governance in South Africa.</li> </ul>	<p>Provide a detailed Curriculum Vitae (CV) with <u>relevant experience</u>:</p> <ul style="list-style-type: none"> <li>* as a Contracts Manager/Specialist, in the development of Commercial Buildings, Large-scale Engineering &amp; Construction projects.</li> <li>* Evidence must be provided demonstrating the service provider’s experience in contract management and/or contract advisory services for publicly funded projects governed by the Public Finance Management Act (PFMA), including experience in public sector procurement, contract administration, governance, compliance, reporting and audit requirements.</li> </ul> <p><b>Submit at least three (3) written and signed reference letters/ testimonials (not older than 5 years)</b></p>	



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5.	Bidders must indicate the availability/ capacity of experienced resources to complete the required work within the specified time	Submit a signed commitment letter confirming resource availability and capacity to perform the services	
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**Phase 3 – Price and BBBEE Status Level Scoring**

The RFQ will be evaluated on the 80/20 preference points system

**4. PRICING SCHEDULE – PURCHASES (SBD 3.1)  
FIRM PRICES**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

Respondents are requested to complete the pricing schedule below in response to this Scope of Work. If the respondent feels there are any additional items that should be priced but were not included as part of the original scope of work, please include them in a separate pricing schedule.

Item No.	Description	Unit	Qty	Rate (R)	Sub-Total Amount (R)
1.	Specialist Contracts Management support and advise as per section 2.1 Deliverables/ Requirements.	hr	400		
2	<u>Allowance for Domestic Travel:</u> [This will be approved upon instruction from SARAO on an Ad Hoc basis.] All-inclusive travel cost, Flights, Accommodation.	Provisional sum	1	30 000.00	30 000.00
3.	Other related costs: ..... ..... .....				
	<b>SUB-TOTAL</b>				R
	<b>VAT (15%)</b>				R
	<b>TOTAL PRICE</b>				R

**N.B.** Please complete the above pricing schedule and also submit a detailed cost breakdown for each required item on official company letterhead.

## 5. BIDDING CONDITIONS FOR THIS RFQ

The following conditions will apply to this request for quotations:

- 1) Price(s) quoted must be valid for at least (60) days from date of your offer.
- 2) Price(s) quoted must be inclusive of VAT, if applicable.
- 3) The bidder is required to submit:
  - a) proof of B-BBEE Status Level of contributor, to claim points as per SBD 6.1
  - b) An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as per SBD 6.1
  - c) A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points. As per SBD 6.1
- 4) **No award will be made to a service provider who is not registered on CSD.** To register <https://secure.csd.gov.za/>.
- 5) Quotations equal to above R 2000 (VAT included) must be accompanied by the relevant SBD documentation as per section 3 of this document for Quotations duly completed.
- 6) The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R 2000. (vat inclusive).
- 7) For goods/ services below R 2000 the successful bidder will be one with cheapest acceptable quotation.
- 8) SARAO reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. SARAO does not bind itself to accepting the lowest quotation.
- 9) This request for quotations is subject to the National Treasury general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
- 10) **Payment terms is within 30 days from date of receipt of invoice and when goods have been delivered. (No Pre- Payment allowed).**
- 11) **Where supplier terms and conditions are different from SARAO set terms and conditions**



**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 interest<sup>1</sup> 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:

.....  
 .....

<sup>1</sup> 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.



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:

.....  
 .....

**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 consortium<sup>2</sup> 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

<sup>2</sup> 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.



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

**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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = 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**

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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



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of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

## **SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES SCHEDULE 5**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### **PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.



**SARAO**  
South African Radio  
Astronomy Observatory

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

## GENERAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract shall govern the contractual relationship between SARAO and the successful bidder. The contract is not attached, however is accessible on SARAO's website - <http://www.sarao.ac.za/tenders/procurement-documents>

## BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SARAO in accordance with the conditions requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk.

My offer remains binding upon me and open for acceptance by SARAO during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

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

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

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

Signature of bidder: