



SARAO
South African Radio
Astronomy Observatory

Invitation to Bid

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS DETAILED
IN THIS DOCUMENT**

Bid Number: NRF/SARAO SDP/01/2025-26

**SUPPLY, INSTALLATION AND CONFIGURATION OF DATA STORAGE
SERVERS, MONITOR SERVERS AND HIGH SPEED NETWORKING
EQUIPMENT AT THE CENTRE FOR HIGH PERFORMANCE
COMPUTING (CHPC)**

ATTENTION – 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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INVITATION TO BID (SBD 1)	
Bid Number:	NRF/SARAO SDP/01/2025-26
Bid Title:	SUPPLY, INSTALLATION AND CONFIGURATION OF DATA STORAGE SERVERS, MONITOR SERVERS AND HIGH SPEED NETWORKING EQUIPMENT AT THE CENTRE FOR HIGH PERFORMANCE COMPUTING (CHPC)
Compulsory Briefing Session:	<p>A compulsory briefing session will be held as follows:</p> <p>Date: Wednesday, 23 April 2025</p> <p>Time: 10.00AM</p> <p>Zoom Registration Link: https://ska.zoom.us/join/9tJ3hTA</p> <p>Note - Bidders who do not attend the briefing session will be precluded from bidding.</p>
Publication Date:	Friday, 11 April 2023
Closing Date and Time:	Friday, 16 May 2025 at 12.00PM
Bid Submission:	Electronic submissions must be sent to tenders@sarao.ac.za
Bid Packaging:	<p>Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response</p> <p>Compliance submissions must be in searchable PDF format</p> <p>Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email</p> <p>Bidders may use WeTransfer, Dropbox, or Google Drive to submit their bid submissions.</p>
Bidding System:	Two-envelope System
Bid Validity Period (from bid closure date):	Ninety (90) days
SUPPLIER INFORMATION	
Name of Bidder:	
Postal Address:	
Street Address:	
Telephone Number:	

Code		Number													
Cell Phone Number:															
Code		Number													
Facsimile Number:															
Code		Number													
E-Mail Address:															
VAT Registration Number:															
Supplier Compliance Status	Tax Compliance System PIN		OR Central Supplier Database No. MAAA												
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]												
<table border="1"> <tr> <th colspan="2">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</th> </tr> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> <p>If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).</p>				QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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BID SUBMISSION															
1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted.														
2.	All bids must be submitted on the forms provided – (not to be re-typed) or in the manner prescribed in the bid document.														
TAX COMPLIANCE REQUIREMENTS															
1.	Bidders must ensure that they are tax compliant during the tender stage.														
2.	Bidders must ensure that they are registered on the Central Supplier Database (CSD), and supply their CSD number where required in this document.														
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 .														

5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS 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.
BID ENQUIRIES	
Bid enquiries may be directed to:	
Technical Enquiries:	Procedural Enquiries:
Name: Hugo Hamman Email: hhamman@sarao.ac.za	Name: Anwuli Okecha Email: anwuli@sarao.ac.za

PART A – THE TENDER

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 SARAO

The South African Radio Astronomy Observatory (SARAO) is the National Research Foundation’s National Facility incorporating South Africa’s radio astronomy instruments and programmes such as the MeerKAT and KAT-7 telescopes in the Karoo in the Northern Cape, the Hartebeesthoek Radio Astronomy Observatory (HartRAO) in Gauteng, the African Very Long Baseline Interferometry (AVN) programme in nine African countries as well as the associated human capital development and commercialisation endeavours. More information about SARAO is available from www.sarao.ac.za More information about the international SKA project is available at www.skatelescope.org.

CONTEXT OF THE PROCUREMENT NEED

Since the commissioning of MeerKAT, the radio telescope built and operated by SARAO has exceeded expectations, made an invaluable contribution to the scientific community and has been an excellent precursor for the SKA project. One of the key objectives of the current MeerKAT Extension project is to maximise opportunities, scientific and otherwise, that arise from investment in MeerKAT.

The SARAO Science Data Processing (SDP) subsystem performs a significant compute and storage function for MeerKAT. The SDP’s primary function is the processing and storage of radio astronomy data products produced by the telescope operated by SARAO. It is expected that the MeerKAT Extension project will significantly increase the telescope’s demand for storage, necessitating the expansion of our existing storage system.

The current storage system is only able to store 200 days’ worth of scientific observations, after which data starts being moved to Tape. If scientists would like to access the data after this time, the observations have to be restored from tape. As this is not a practical or sustainable solution, it was decided to expand the capacity of the storage system. The storage capacity needs to expand to 56PB to cater for the expected growth of the data over the next 5 years. Storage will be expanded in a phased approach.

The storage cluster is currently located at the Centre for High Performance Computing (CHPC) in Rosebank, Cape Town.

This tender invitation is therefore for the supply, installation and configuration of data storage and support servers to expand and form part of an existing Ceph storage cluster. This storage cluster runs Ubuntu 24.04 as an operating system, and thus, these systems need to be able to run this OS.

Another part of this tender is the procurement of the networking for this cluster. The storage system currently has 3 networks - one for OOBM (Out-of-band management), one for normal administration, and one for high speed

inter-storage. This needs to be expanded to connect the new servers as mentioned.

Bidding entities must either be the Original Equipment Manufacturer (OEM) for the equipment specified, or an authorised reseller.

The current network for the high speed storage is based on Nvidia/Mellanox, Cisco and FS.com equipment, and thus new systems should be compatible with these manufacturers.

EQUIPMENT AND SERVICE SPECIFICATIONS

1. General Specifications and Information

1.1. General specifications

- 1.1.1. All equipment operates as a minimum in the operational temperature range of 5 to 40.
- 1.1.2. Bidders must submit data sheets for evaluation purposes.
- 1.1.3. Bidders must provide sufficient information to show that they can provide the support contracts along with a summary of what will be covered by the support contract, including start and end date.
- 1.1.4. All equipment must be compatible with a 220 V, 50 Hz power supply.

1.2. Storage Drives for Storage Servers

- 1.2.1. 24TB or bigger hard disk drives. If bigger drives are supplied then the number of nodes should be scaled to keep the same overall storage capacity. The configuration of each node should not be changed apart from the drive capacity.
- 1.2.2. SAS or SATA hard disk drives are acceptable.
- 1.2.3. Hard disk drives must not use shingled recording technology, inter alia, due to the poor random read / write performance on these types of drives by comparison to non-shingled drives. For example, Shingled Magnetic Recording (SMR) is not acceptable.
- 1.2.4. HDD cache 256MB or more.
- 1.2.5. HDD speed 7200RPM or more.
- 1.2.6. Sustained transfer rate of greater than 200MB/s per HDD.
- 1.2.7. Drives must not be Redundant Array of Inexpensive Disks (RAID), if hard disk drives are connected to RAID controller drive must be in pass through.
- 1.2.8. Drive tray must be supplied for all drive bays not populated with an HDD.
- 1.2.9. It is desirable to have all bulk storage HDD drives hot swappable.
- 1.2.10. Bidders must provide data sheets and, if available, speed tests, detailing how they meet these minimum requirements for evaluation purposes.

1.3. Racking for Storage and Monitor Units

- 1.3.1. The systems will be installed into existing APC NetShelter 19" AR3100 racks, EIA 19" mounting space.
- 1.3.2. Each system must have a rail kit compatible with a 4 post 19" rack.
- 1.3.3. No bezel or cable management arm necessary.
- 1.3.4. Systems to be no longer than 925mm. Both the front and back door of the rack must be closed after installation.
- 1.3.5. Bidders must provide data sheets detailing how they meet these minimum requirements for evaluation purposes.

1.4. Out of Band Management

- 1.4.1. Each storage and monitor node must have an OOBM module, e.g. BMC, iDrac, ILOM et cetera.
- 1.4.2. OOBM must have IPMI capabilities.
- 1.4.3. OOBM must have Redfish capabilities.
- 1.4.4. OOBM must have remote console capabilities, delivered via HTML and not JAVA.
- 1.4.5. OOBM must have power management capabilities, via Intelligent Platform Management Interface (IPMI).
- 1.4.6. OOBM must have firmware update capabilities, including licensing to update OOBM, BIOS and other system firmware.
- 1.4.7. Bidders must provide data sheets detailing how they meet these minimum requirements for evaluation purposes.

1.5. Installation service

- 1.5.1. Unpacking and racking of all supplied hardware is required. All packaging to be removed from site post install.
- 1.5.2. All storage nodes to be configured with Ubuntu 24.04 LTS.
- 1.5.3. Networking for OOBM, data and OAM access must be configured according to the scheme supplied by SARAO.

1.6. Support/Warranty Service

- 1.6.1. The appointed bidder must deliver 5-year, 9 hours x 5 days next day business response and service on-site for the installed hardware.
- 1.6.2. A statement that the bidder guarantees that parts and their upgrades/replacements, where this may occur, will be available for all hardware for swap out maintaining the agreed output performance for the duration of the contract.

2. Equipment and Services to be Supplied (items (i)-(ix))

(i) Storage servers (100 servers)

CPU with 16 cores or more, running at 3GHz base clock or more, with x86-64 instruction set, of the latest generation	1
256GB RAM or more, in a performance configuration running at 3200MHz or more. Must be DDR5	
24 TB HDD for bulk storage.	24
100Gb/s Network interface. (QSFP28) connector, for Operations, Administration and Management (OAM) and data transfer (storage-network). This must be Nvidia/Mellanox, to work with existing networking infrastructure. Nodes require Preboot Execution Environment (PXE) capabilities on the 100G/OAM network	1 or more
OOBM interface. Separate 1GbE (1000BASE-T) interface	1

3840GB NVMe (PCIe Gen 3 x 4 or faster), or larger for high-speed cache. Drive must support, at minimum, 0.4 DWPD (drive write per day), PLP (power loss protection) and a five year warranty. Other enterprise features are not needed - drive should be as cost-effective as practical.	2
480GB SSD or larger for OS	1
Open PCIe Gen 4 (or faster) x8 expansion slot.	1+
A single PSU is required that should be swappable without tools and without removing the chassis	
The bidder to supply power cables. Preferred length 1 metre. The Power Distribution Unit (PDU), provided by SARAO, with IEC 320 24 x C13 and 12 x C19 sockets, is installed in every rack.	
The total weight of the fully configured node must not exceed 40kg	
The storage controller must provide full bandwidth connection to all bulk storage HDDs in the system, and allow non-RAID operation. All disks must be directly accessible by the OS	
Must fit in 2U (2 rack units)	
Pre-installed with Ubuntu 24.04	

(ii) **Control and Monitoring Servers (CMS) (7 Servers)**

CPU with 8 cores or more, running at 3GHz base clock or more, with x86-64 instruction set, of the latest generation	1
64GB RAM or more, in a performance configuration running at 3200MHz or more. Must be DDR5	
200GB SSD (or larger) for OS	1
960GB (or larger) NVMe with PLP and 0.1DWPD	1
100Gb/s Network interface. QSFP28) connector, for Operations, Administration and Management (OAM) and data transfer (storage-network). This must be Nvidia/Mellanox, to work with existing networking infrastructure. Nodes require Preboot Execution Environment (PXE) capabilities on the 100G/OAM network	1
OOBM interface. Separate 1GbE (1000BASE-T) interface	1
The bidder to supply power cables. Preferred length 1 metre. The Power Distribution Unit (PDU), provided by SARAO, with IEC 320 24 x C13 and 12 x C19 sockets, is installed in every rack.	
Must fit in 1U (1 rack unit)	

Pre-installed with Ubuntu 24.04	
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(iii) Middle of rack (MOR) switches (5 switches)

1GbE ports	48+
SFP+ 10GbE ports	1+
Redundant power supplies	2
The bidder to supply power cables. Preferred length 1 metre. The Power Distribution Unit (PDU), provided by SARAO, with IEC 320 24 x C13 and 12 x C19 sockets, is installed in every rack.	
Must fit in 1U (1 rack unit)	
Must have management capabilities, to allow for VLAN, LAG and MLAG	
Must be installed in U22 on every second rack	

(iv) High Speed (100Gbps) Switches (7 switches)

QSFP28 100 GbE ports	32+
Redundant power supplies	2
The bidder to supply power cables. Preferred length 1 metre. The Power Distribution Unit (PDU), provided by SARAO, with IEC 320 24 x C13 and 12 x C19 sockets, is installed in every rack.	
Must fit in 1U or 2U (1 or 2 rack units)	
Must have management capabilities, to allow for VLAN, LAG and MLAG	
Must be installed in U21 of every rack	

(v) Aggregation Switch (1 switch)

SFP+ 10GBE ports	16
Redundant power supplies	2
The bidder to supply power cables. Preferred length 1 metre. The Power Distribution Unit (PDU), provided by SARAO, with IEC 320 24 x C13 and 12 x C19 sockets, is installed in every rack.	
Must fit in 1U (1 rack unit)	
Must have management capabilities, to allow for VLAN, LAG and MLAG	

(vi) Cabling

QSFP28 100GbE cables, of 1m length	30
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QSFP28 100GbE cables, of 2m length	30
QSFP28 100GbE cables, of 3m length	37
QSFP28 100GbE cables, of 5m length	10
SFP+ 10GbE cables, of 3m length	5
CAT-6 Ethernet cable – Red 2m – for OOBM	107
CAT-6 Ethernet cable – Blue 2m– for normal networking	107
All cables must be compatible with Nvidia/Mellanox and FS.com switches and network cards, as our existing infrastructure is based on Nvidia/Mellanox and FS.com	

3. Delivery

Delivery must be to the Centre for High Performance Computing (CHPC), located at CSIR Campus, 15 Lower Hope Street, Rosebank, Cape Town, South Africa. Delivery date to be arranged with SARAO, to ensure staff availability.

BID SELECTION

STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS AND FORMS

NOTE: All returnable documents and forms marked as mandatory must be submitted, or completed and signed by bidders. However, SARAO may apply the discretion to allow bidders to complete and/or sign returnable forms not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable forms or documents must be of a purely administrative nature, and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

Each member of a joint venture, or consortium must submit separate SBD 1, 4 and 6.1 returnable forms.

Document description	Weight (Mandatory/ Optional)	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Document Reference	SCM Verification (Yes/No)
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed the SBD 1 form?	Yes / No	Page 3-5	
SBD 3.2 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its price offer for the services offered?	Yes / No	Page 41-44	
SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed the SBD 4 form? Has the bidder made any disclosure which would preclude it from responding to this bid?	Yes / No	Page 45-47	
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed the SBD 6.1 form?	Yes / No	Page 48-50	
BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs	Optional	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim B-BBEE points? Where no B-BBEE certificate or sworn affidavit has been submitted, 0 points will be allocated for preference	Yes / No	This page	
Bidder's audited annual financial statements for the preceding two	Mandatory	Has the bidder submitted its audited financial statements to enable	Yes / No	This page	

(2) financial years		SARAO to assess its financial position, and to determine if there are substantial risks with contracting with the bidder?			
SBD 1 Form (Bid signature)	Mandatory	Has the bidder confirmed, by signing this form, that its bid is validity submitted?	Yes / No	Page 51	

STAGE 2 - FUNCTIONALITY ASSESSMENT CRITERIA

NOTE: Failure to submit evidence that the bidder meets the functional requirements specified in this section will result in disqualification. No second opportunity will be given to submit evidence not submitted, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will be suffered by any other bidder.

Similarly, disqualification will result where the evidence submitted does not satisfy the assessment methodology for each functional requirement.

Functional Requirement	Weight	Evidence Required	Bid Section Reference ¹	Assessment	BEC Verification
57600TB or Higher raw capacity total	Mandatory	Data sheets matches equipment specifications	2(i)	Yes / No	
Number of Storage Servers and Storage Node configuration	Mandatory	Data sheets matches equipment specifications	2(i)	Yes / No	
Number of Monitor Nodes and Monitor Node configuration	Mandatory	Data sheets matches equipment specifications	2(ii)	Yes / No	
19" rack compatible. No longer than 925 mm. Rail kit included	Mandatory	Data sheets matches equipment specifications	1	Yes / No	
OOBM separate from highspeed network interface. With suitable enterprise remote management features	Mandatory	Data sheets matches equipment specifications	1	Yes / No	
Number of ToR switches correct, with ports to match specification	Mandatory	Data sheets matches equipment specifications	2(iii)	Yes / No	
Number of High speed switches correct, with ports to match specification	Mandatory	Data sheets matches equipment specifications	2(iv)	Yes / No	
Number of aggregation switches correct, with ports to match specification	Mandatory	Data sheets matches equipment specifications	2(v)	Yes / No	

¹ Reference to the Equipment and Service Specification section of this document

Number of cables correct , 107 x 100GbE, 5 x 10GbE, 107 x Blue 1GbE, 107 x Red 1GbE	Mandatory	Data sheets matches equipment specifications	2(vi)	Yes / No	
5-year warranty for the servers and switches	Mandatory	Data sheets matches equipment specifications	1	Yes / No	
Evidence of OEM, or authorised reseller status.	Mandatory	Written confirmation of OEM or authorised reseller status, on OEM letterhead	1	Yes / No	
Evidence of existing competence to supply the equipment offered	Mandatory	<p>A minimum of three contactable references</p> <p>Reference letters must answer each performance criteria included in the Reference Letter Template included in this document.</p> <p>Bidders' performance must be rated at least 'satisfactory' for each criterion</p>	1	Yes / No	

HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE?	YES – PASS TO PRICING	NO – DISQUALIFIED
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STAGE 3 – PRICE AND PREFERENCE

Bids which meet the minimum requirements for Stage 2, will be evaluated on price and preference as follows –

CRITERIA	POINTS
PRICE	90
PREFERENCE (BBBEE STATUS LEVEL OF CONTRIBUTION)	10
TOTAL POINTS FOR PRICE AND PREFERENCE	100

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS	
1.	<u>Late bids</u>
1.1	Bids received after the closing time and/or date will not be considered.
2.	<u>Authority of bid signatory</u>
2.1	The bid must be signed by a person duly authorised to do so.
3.	<u>Clarification of the bid</u>
3.1	Bid enquiries may be directed, in writing, to the contact persons listed on the cover page of this bid document.
3.2	Responses to bid enquiries will be provided in writing. If possible, responses will be sent to all prospective bidders.
3.3	The last date for the submission of enquiries shall be three (3) working days from the closing date of the tender.
4.	<u>Bid preparation costs</u>
4.1	Bidders will be responsible for all costs related to the preparation and submissions of their bids.
5.	<u>Tender Briefing Session and Site Visit</u>
5.1	Where applicable, the arrangements for a compulsory or non-compulsory tender briefing session and / or site visit are as stated in the Invitation to Tender.
5.2	Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the tender requirements.
5.3	Where the briefing session or site visit is compulsory, bidders not represented at such briefing session or site visit will be precluded from submitting a bid.
6.	<u>Counter proposals</u>
6.1	No counter proposals will be accepted.
7.	<u>Alterations to the bid document</u>
7.1	Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by SARAO. Any alterations made to the content of this bid document other than those mandated by SARAO will result in tender disqualification.
8.	<u>Submitting a tender offer</u>
8.1	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
8.2	Each party to a joint venture or consortium must individually complete and submit the SBD returnable forms included in this bid document.
8.3	Bidders must return all returnable documents and forms after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink.
8.4	The bid document must be submitted in its entirety.
9.	<u>Alternative Tender Offers</u>
9.1	Unless otherwise stated in this bid document, alternative tenders offers may only be submitted if a main tender offer,

	strictly in accordance with all the requirements of the bid document is also submitted, as well as a schedule that compares the requirements of the bid document with the alternative requirements proposed.
9.2	An alternative tender offer must be based only on the criteria stated in this bid document, or criteria otherwise acceptable to SARAO.
9.3	An alternative tender offer will only be considered if the main tender offer is the winning tender.
9.4	For the purposes of this Tender (Ref - NRF/SARAO SDP/01/2025-26), no alternative bid offers will be accepted.
10.	<u>Clarification of bidder's tender offer after submission</u>
10.1	Bidders may be required to clarify aspects of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
10.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.
11.	<u>Two envelope system</u>
11.1	SARAO utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase.
11.2	All responses must be submitted in two electronic folders, alternatively two sealed envelopes (if submissions are required to be paper-based); the first folder/envelope shall contain the technical and compliance response; and the second shall contain only the pricing response.
11.3	Bidders must ensure that they do not include any pricing details in the first envelope/folder, as SARAO reserves the right to disqualify such bids.
11.4	Bidders are required to package their bid as follows - (a) Folder 1: Compliance and Technical Response (b) Folder 2: Pricing Response
12.	<u>Central Supplier Database registration</u>
12.1	No award will be made to a bidder who is not registered with the National Treasury Central Supplier Database (CSD).
12.2	Bidders not registered with CSD are not precluded from submitting bids, but must be registered prior to award of the tender.
13.	<u>Tax compliance status</u>
13.1	No award will be made to any bidder whose tax matters have not been declared to be compliant by the South African Revenue Services (SARS).
13.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
13.3	At point of award, the preferred bid will be disqualified if the bidder is not tax compliant, and fails to ensure tax compliance within a minimum of 7 days of notification, or within such extended time-frame as may be granted by SARAO in writing.
14.	<u>Due Diligence during Bid Evaluation</u>
14.1	During the evaluation of the bid, SARAO reserves the right to conduct such due diligence on shortlisted bidders as it deems necessary, which due diligence may include -
14.1.1	Vetting of bidders' financial standing;
14.1.2	Inspection of bidders' premises; and
14.1.3	Vetting of bidders' performance and ethical track record, including confirmation that a bidder has not been blacklisted by National Treasury.

15.	<u>Invalid bids</u>
15.1	Tenders shall be invalid if –
15.1.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
15.1.2	The bidder is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
15.3	The bidder has been restricted from doing business with any Organ of state.
16.	<u>Price negotiations prior to award</u>
16.1	The award of this tender may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not considered to be reasonable or market related.
16.2	SARAO reserves the right to reject overpriced or under-priced bids, which are bids significantly higher or lower than the estimated project value.
17.	<u>Cancellation of the bid prior to award</u>
17.1	SARAO reserves the right to cancel this bid at any time before award, where -
17.1.1	Due to changed circumstances there is no longer a need for the services specified in this tender.
17.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
17.1.3	No bids meet the required specifications.
17.1.4	There is a material irregularity in the tender process.
18.	<u>Tender award</u>
18.1	The tender will be awarded to the bidder with the highest combined score for price and preference, unless other objective criteria, specified in the tender document, applies.
18.2	The award will be subject to final verification of the bidder's tax compliance status.
19.	<u>Collusion, fraud and corruption</u>
19.1	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in disqualification of the bid concerned.
19.2	The NRF/SARAO 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.
20.	<u>Fronting</u>
20.1	SARAO supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SARAO condemns any form of fronting.
20.2	SARAO's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
20.3	Should SARAO have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting.
20.4	Should the bidder be unable to satisfactorily refute such finding, SARAO reserves the right to disqualify the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict

	the bidder from conducting business with the public sector for a period not exceeding 10 years, and exercise any other available remedies.
21.	<u>Disclaimers</u>
21.1	SARAO has produced this document in good faith. SARAO, 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. SARAO has no liability towards the bidders in connection therewith.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract must be cross-referenced against the General Conditions of Contract (GCC). The Special Conditions of Contract qualify or augment specific clauses of the GCC, or introduce conditions not included in the GCC.

1	Definitions
Substitute Clause 1.21 with the following:	
1.21	“Purchaser” means the South African Radio Astronomy Observatory (SARAO), a business unit of the National Research Foundation.
Substitute Clause 1.24 with the following:	
1.24	“Services” shall mean all activities pertaining to the deliverables the Supplier is required to deliver to the Purchaser under this Agreement. This definition shall also be applicable, as the context requires, anywhere where the word “supplies” or “goods” appear in the GCC.
Add the following clauses after Clause 1.25:	
1.26	“Agents” means any person or party, a Party to this Agreement may appoint as agent, professional adviser, contractor, supplier, sub-contractor, each aforementioned acting strictly in the course and scope of its obligations towards a Party, or any affiliate of either Party.
1.27	“Agreement” means the Contract between the parties, namely, the Bid Document, including these Special Conditions of Contract; the Supplier’s bid and price submission in response to Bid Ref: NRF/SARAO SDP/01/2025-26; the Supplier’s support and maintenance contract for the provision of the Services (if any); and any Annexures, Schedules or Addendums referred to herein.
1.28	“Annexures”, “Schedules” and “Addendums” means any document of the aforesaid description reduced to writing and signed by the Parties, which is from time to time incorporated in this Agreement. These documents may be amended in writing by mutual agreement and signed between the Parties.
1.29	“Bid document” means the bid document issued by the Purchaser with Reference Number, NRF/SARAO SDP/01/2025-26.
1.30	“Commencement Date” means the date of last signature of the Agreement between the Parties, or any other date as may be agreed upon by the Parties as the commencement date.
1.31	“Loss” means loss, injury, death and/or damage.
1.32	“Material breach” means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement.
1.33	“NRF” means the National Research Foundation, a Schedule 3A statutory entity established in terms of the Public Finance Management Act, No. 1 of 1999, as well as the National Research Foundation Act, Act 19 of 2018, as amended.
1.34	“OEM” means Original Equipment Manufacturer;
1.35	“Parties” means the Purchaser and Supplier, referred to collectively;
1.36	“Personnel” means either Party’s, as the context may indicate, directors, employees, officers, each aforementioned

	acting strictly in the course and scope of its employment towards a Party, or Agents.
1.37	“Supplier” means the party to this Agreement supplying the goods and services as defined herein, and with whom this Agreement is concluded.
1.38	“Third Party” means any person or party which is not a Party to this Agreement.
Substitute Clause 3 in its entirety with the following:	
3	Duration and Commencement
3.1	Unless terminated by either Party in accordance with Clauses 22A, 23, 23A, or 25 below, this Agreement shall commence on the Commencement Date and shall continue until the goods have been satisfactorily delivered to the Purchaser by the Supplier.
3A	The Supplier’s Obligations
3A.1	The Supplier agrees, undertakes, covenants and warrants (all where applicable) to, <i>inter alia</i> : -
3A1.1	Only when notified of the acceptance of the bid and on receipt of an official Order from the Purchaser, commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction of the Purchaser;
3A1.2	Supply the goods in accordance with the supply specifications detailed in the Bid Document, and in accordance with the Agreement and good industry practice applicable from time to time. Specifically -
3A1.2.1	that the data storage hard drives (HDD) must meet the specifications as detailed in the Bid Document;
3A1.2.2	that the OS installation will be complete and match the required version;
3A1.2.3	that the Network configuration will be complete and match the supplied schema;
3A1.3	Subject to Clauses 22A, 23, 23A, and 25, complete and deliver the goods within the lead time specified in the purchase order issued under this bid document as agreed upon by the Parties, the maximum allowable period being within 30 days from the delivery date stipulated on the purchase order;
3A1.4	Ensure a delivery date for supply not exceeding 6 months from the date the purchaser issues a purchase order to the supplier;
3A1.5	Provide all of the necessary materials, labour and equipment required for the delivery of the goods, including any temporary goods or services that may be required;
3A1.6	Ensure that a qualified technician (if an OEM) or a OEM certified technician is on site during the installation, in a supervisory role;
3A1.7	Deliver the goods with an original delivery note, original invoice, and instruction/service manual, where applicable;
3A1.8	Fully co-operate with and give every reasonable assistance to the Purchaser to enable the Purchaser to investigate any claim which may be threatened, made or brought against the Purchaser arising out of this Agreement;
3A1.9	Within the scope of the services, comply with all reasonable and lawful instructions issued by the Purchaser;
3A1.10	Issue a credit note to the Purchaser for any penalties imposed against it under Clause 22. Any delay by the Supplier in issuing a credit note within the time period agreed to by both Parties, shall result in the Purchaser deducting the amount from any amounts due to the Supplier. For the avoidance of doubt, should the Supplier’s aforementioned delay result in a deduction of any agreed to penalty, any such deduction for purposes of this Agreement shall be limited to and apply

	only to the deduction of penalties pursuant to a delay by the Supplier set out in Clause 22 and for no other matter under or in connection with this Agreement;
3A1.11	put into effect and maintain insurance of, as a minimum, general public liability insurance cover of at least the value of the tender award amount.
3B	The Purchaser's Obligations
3B.1	The Purchaser agrees, undertakes, covenants and warrants (all where applicable) that, <i>inter alia</i> -
3B1.1	it will allow the Supplier and its Personnel reasonable access to the Purchaser's Premises and such facilities, as required by the Supplier, to ensure the Supplier fulfils its obligations in terms of this Agreement;
3B1.2	it will advise the Supplier of any change to its processes or circumstances relevant to the provision of the Services by the Supplier in writing immediately once it becomes aware of such change;
3B1.3	it will fully co-operate with and give every reasonable assistance to the Supplier to enable the Supplier to investigate any claim which may be threatened, made or brought against the Supplier;
3B1.4	it may arrange meetings with the Supplier, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;
3B1.5	it will evaluate the Supplier's performance on the Agreement, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.6	it will make payment to the Supplier for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Supplier, paid free from set-off, deduction or arbitrary withholding other than as provided for in Clause 3A1.10;
3B1.7	it will notify the Supplier of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Supplier's Personnel in connection with the Services as soon as reasonably possible after the Purchaser becomes aware of same.
10.	Delivery and Documentation
Add the following clause after Clause 10.2:	
10.3	The supplier must deliver the goods within the period stipulated on the issued purchase order, the maximum allowable period being within 30 days from the delivery date stipulated on the purchase order;
10.4	Subject to clause 10.3, the delivery date must not exceeding 6 months from the date the purchaser issues a purchase order to the supplier;
10.5	The supplier shall deliver the goods with an original delivery note, original invoice, and instruction/service manual (where applicable).
10.6	The supplier shall provide at a minimum, the following documentation (in hard copy and pdf format) for each equipment delivered -
10.6.1	Certificate of conformance
10.6.2	Packing list
10.7	Delivery shall be to the CHPC, located at CSIR Campus, 15 Lower Hope St., Rosebank, Cape Town.
11	Insurance
Add the following clauses after Clause 11.1:	
11.2	The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Agreement.

15.	Warranty			
Substitute Clause 15.2 with the following clause:				
15.2	The Supplier shall provide a 5-year basic next business day warranty on the servers supplied. The warranty shall remain valid for 5-years after the goods, or any portion thereof as the case may be, have been delivered to, and accepted by the Purchaser.			
Add the following clause after Clause 15.5:				
15.6	The Supplier shall, within the next business day of receipt of a warranty claim, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.			
15.7	In the event that the Supplier is not the OEM of the goods supplied, it must ensure that it offers the Purchaser a valid warranty, claimable from the OEM.			
16.	Payment			
Add the following clause after Clause 16.4:				
16.5	The Supplier's invoices must meet the following minimum requirements, failing which the Purchaser shall not be obliged to make payment thereon -			
16.5.1	reference the order number as issued to the Supplier by the Purchaser;			
16.5.2	include a statement of account;			
16.5.3	include detailed line items as specified in the order;			
16.6	invoices must be accompanied by the signature of the Purchaser's authorised representative, confirming performance or delivery in accordance with prescribed quality and/or quantity in terms of this Agreement, and that amounts claimed are in accordance with this Agreement and any purchase orders issued in terms thereof.			
17	Prices			
Add the following clause after clause 17.1:				
17.2	Unless otherwise stated in the Agreement, the contract price quoted by the Supplier is required to remain fixed for the duration of the contract. In the case of imported goods, the contract price may be subject to adjustment based on rate of exchange fluctuations affecting the contract price, prior to the Supplier issuing an invoice to the Purchaser.			
19	Assignment			
Substitute Clause 19.1 with the following:				
19.1	The Supplier shall not assign, in whole or in part, its obligations to perform under the contract.			
22	Penalties			
Substitute Clause 22.1 in its entirety with the following:				
22.1	Subject to Clause 25, if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties -			
	Service	Measurement methodology	Penalty trigger level	Penalty
	Timeous delivery of the goods (servers and networking equipment) in accordance with the specifications detailed in	Subject to Clause 25, the goods are delivered within the lead time stipulated in the purchase order	For reasons directly attributable to the Supplier, which would have been avoided had reasonable care	The cause of the lack of, or poor performance will be investigated, and if wholly attributable to the Supplier

	<p>this Bid Document, and within the time period agreed upon by the Parties</p>		<p>been taken, the goods are not delivered within 30 days of the agreed upon delivery date</p>	<p>shall be rectified at its own cost.</p> <p>Both Parties shall agree on a revised time frame for rectification of the performance, which if not met, shall result in the application of the following penalties -</p> <ul style="list-style-type: none"> ● One (1) week after the revised time – 0.1% of contract value per day; ● 2-4 weeks after the revised time – 0.2% of contract value per day ● More than 4 weeks after the revised time – 0.3% of contract value per day, and invoke Clauses 22A and 23 of this Agreement. 	
	<p>Installation and configuration of servers and networking equipment</p>	<p>Subject to clause 25, the servers and networking equipment is installed and configured according to the specifications detailed in the bid document</p>	<p>For reasons directly attributable to the Supplier, which would have been avoided had reasonable care been taken, the installation and configuration is not done according to specification, rendering the storage system partially or fully unusable for its intended purpose</p>	<p>Both Parties shall agree on a revised time frame for rectification of the Supplier's performance, which if not met, shall result in the application of the following penalties -</p> <ul style="list-style-type: none"> ● One (1) week after the revised time – 0.1% of contract value per day; ● 2-4 weeks after the revised time – 0.2% of contract value per day ● More than 4 weeks after the revised time – 0.3% of contract value per day, and invoke Clauses 22A 	

				and 23 of this Agreement.	
22A	Breach of Contract				
Insert a new clause numbered Clause 22A, as follows:					
22A.1	If a Party commits a Material Breach of any provision of this Agreement, and the breach is capable of remedy, the defaulting Party must be notified and called on in writing to remedy the breach within a period of 5 (five) days from receipt of such notification.				
22A.2	If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the defaulting Party will be entitled, but not compelled, to either terminate this Agreement with immediate effect by written notice to the defaulting Party and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the defaulting Party.				
23	Termination for Default				
Substitute Clause 23.1 in its entirety with the following:					
23.1	Either Party shall have the right, without prejudice to its other rights and remedies, to terminate this Agreement forthwith by written notice to the other Party if such other Party-				
23.1.1	commits a Material Breach of any provision of this Agreement, and the breach is incapable of remedy;				
23.1.2	is unable to pay its debts, or in terms of GCC Clause 26, becomes commercially insolvent or commits any act of insolvency;				
23.1.3	is the subject of any order made or a resolution passed for the administration, winding-up or dissolution for reasons or purposes other than a solvent amalgamation or restructuring;				
23.1.4	has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;				
23.1.5	enters into or proposes any composition or arrangement with its creditors generally;				
23.1.6	files and/or receives an application or resolution for business rescue and/or is placed under business rescue pursuant to the sections of the Companies Act, No. 71 of 2008;				
23.1.7	is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.				
Add the following clauses after Clause 23 -					
23A	Termination by Agreement				
23A.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.				
23A.2	In the event that the other Party consents to the termination as envisaged in Clause 23A.1, the Agreement shall be terminated within such reasonable period as agreed upon by the Parties.				
23A.3	Any expenses incurred by the Supplier prior to termination of the Agreement shall be paid by the Purchaser in accordance with Clause 16.				
25	Force Majeure				
Substitute clause 25 in its entirety with the following:					
25.1	Neither Party shall be liable for failure to perform its obligations, under this Agreement if the failure results from any force majeure event.				

25.2	In the event of a force majeure event, the Party whose performance is affected by such event shall promptly notify the other Party in writing of such event, 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 use its best endeavours to seek all reasonable alternative means for performance not prevented by the force majeure event.
25.3	Should any force majeure event persist for a continuous period of one (1) month, either Party shall have the right to terminate the Agreement with immediate effect.
27.	Settlement of Disputes
Add the following sub-clauses after Clause 27.4	
27.4.1	The appointment of a mediator and the procedure thereof shall be agreed upon by the Parties.
27.4.2	Regardless of the outcome of a mediation, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.
28	Limitation of Liability
Substitute clause 28 in its entirety with the following:	
28.1	Notwithstanding anything to the contrary elsewhere indicated, stated or provided for although subject always to Clause 28.2 below, the Parties agree and the Purchaser acknowledges that: -
28.1.1	the function of the Services provided by the Supplier is to minimise, and not eliminate or prevent, the risk of loss to property or person. The Supplier will use all reasonable endeavours to minimise loss to the Purchaser but gives no warranty and has made no representation that the Services or the Supplier's personnel will be able to eliminate any such loss;
28.1.2	the Supplier shall be liable to the Purchaser for loss (from whatsoever cause arising, whether delictual or contractual) sustained by the Purchaser only if such loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Supplier or its Personnel, and any liability which the Supplier does incur to the Purchaser under or in connection with this Agreement shall be limited to, and shall in no circumstances whatsoever exceed the total contract price under this Agreement. Thus, the total amount that can be claimed by the Purchaser from the Supplier for the duration of this Agreement is equal to, in aggregate, the total contract price under this Agreement;
28.1.3	the Supplier shall not be liable for any indirect, special, incidental, punitive or consequential loss (from whatsoever cause arising and whether delictual or contractual), under or in connection with this Agreement;
28.1.4	where the Purchaser or the Purchaser's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, in collusion or otherwise, in any claim, the Supplier's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;
28.1.5	the Supplier and the Supplier's Personnel shall not be liable to the Purchaser or the Purchaser's Personnel in any circumstances or to any extent whatsoever in respect of any loss unless written notice of a claim is received by the Supplier following the discovery by the Purchaser or the Purchaser's Personnel of the loss alleged to give rise to any such claim;
28.1.6	the Services are rendered to the Supplier in respect of the Purchaser Premises and the assets of the Purchaser, or the assets of Third Parties held on their behalf by the Purchaser only and do not extend to any portion of the Purchaser Premises which are occupied by Third Parties, nor to the assets of Third Parties otherwise than as contemplated herein unless specifically agreed to in writing between the Parties.
28.2	In the event that the Supplier performs a risk analysis of the Purchaser Premises, property or person and recommends or suggests preventative measures to the Purchaser to address such risks ("risk analysis") or the Supplier provides a written copy of the risk analysis to the Purchaser within a reasonable period after finalizing the risk analysis then neither

	the Supplier nor the Supplier's Personnel shall be liable to the Purchaser, the Purchaser's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential, and the Purchaser hereby indemnifies and agrees to hold the Supplier and its personnel harmless in respect of all claims emanating from, caused by or arising out of any such loss to the extent that it is attributable to the failure by the Purchaser or its personnel to address or rectify any of the risks identified in the risk analysis.
28.3	This clause 28 shall survive completion, termination or cancellation of this Agreement for whatsoever reason or cause.
31	Notices
<i>Substitute clause 31 in its entirety with the following:</i>	
31.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
31.1.1	Hand delivered – on the day of delivery;
31.1.2	Registered mail – five (5) working days after mailing;
31.1.3	Email – within one (1) working day after it has been sent
<i>Add the following clauses after clause 34 -</i>	
35	Whole Agreement
35.1	The Agreement between the Parties shall inter alia comprise of the following documents –
35.1.1	the Bid Document, including the General Conditions of Contract (GCC) 2010 (National Treasury);
35.1.2	these Special Conditions of Contract;
35.1.3	the Supplier's support and maintenance contract for the provision of the Services;
35.1.4	the Supplier's bid submission in response to Bid Ref: NRF/SARAO SDP/01/2025-26;
35.1.5	the Supplier's bid price submission in response to Bid Ref: NRF/SARAO SDP/01/2025-26;
35.1.6	any Annexures, Schedules or Addendums referred to in the abovementioned documents.
35.2	In the event of a conflict between the General Conditions of Contract and the Special Conditions of Contract, the latter will prevail. In the event of conflict between the Special Conditions of Contract and the contractual instruments referred to in clauses 35.1.1, 35.1.3, 35.1.4, 35.1.5 and 35.1.6, the former shall prevail.
35.3	The contract documentation as referred to in Clause 35.1 above, subject to Clause 35.2 above, supersedes and replaces any prior arrangements, agreements and understandings of any nature whatsoever that may exist between the Parties with regards to any aspect, matter or thing referred to herein and shall be the sole recordal of the Parties' rights and obligations <i>vis-à-vis</i> each other, in relation to the subject matter hereof.
36	Occupational Health and Safety when working on SARAO sites
36.1	The Supplier's personnel performing work at the Purchaser's Premises as part of this Agreement are required to undergo safety induction.
36.2	Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, ('the Act'), the Supplier will be required to comply with all relevant health and safety written instructions given to them by the Purchaser's site safety Personnel, where relevant. Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the work site. The Supplier's Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Purchaser Premises.

36.3	The Supplier, once signing the Agreement, is responsible for itself, its employees, and all persons affected by its operations in terms of the Act and regulations promulgated in terms thereof. The Supplier must perform all work and use equipment on site in compliance with the provisions of the Act.
36.4	Where applicable, the Supplier must submit its Letter of Good Standing in terms of the COID Act to the Purchaser, and must ensure that it remains valid for the Initial Period.
36.5	Where applicable, the Supplier must maintain a health and safety plan complying with the requirements of the Act at the Purchaser Premises during the period that the Services are rendered at the Purchaser's Premises.
36.6	The Purchaser will manage the Supplier in its capacity to execute this Agreement to meet the provisions of the Act and the Regulations promulgated in terms thereof. The Supplier shall accept liability for any contraventions of the Act. Each member of the Supplier's team (including Personnel), must submit a signed indemnity form prior to entering the Purchaser's Premises, which must be kept in the Supplier's health and safety file.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

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.
1.10	“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	“Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	“Force majeure” means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“GCC” mean the General Conditions of Contract.
1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.

1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract 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.
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 certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and 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 testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	Delivery and Documentation
10.1	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.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	Transportation

12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	<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.
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>
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

	<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> <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	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.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless

	otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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,, in my capacity as hereby undertake to render services described in the attached bidding documents to the **South African Radio Astronomy Observatory (SARAO)**, in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: NRF/SARAO SDP/01/2025-26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Client 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:
 - 2.1 The Bid Document (Ref No. NRF/SARAO SDP/01/2025-26), including the Special Conditions of Contract (SCC);
 - 2.2 The Contractor's bid submission in response to Bid Ref. NRF/SARAO SDP/01/2025-26;
 - 2.3 The Contractor's bid price in response to Bid Ref. NRF/SARAO SDP/01/2025-26;
 - 2.4 The Contractor's support and maintenance contract for the provision of the services;
 - 2.5 Any Annexures, Schedules or Addendums referred to in the above mentioned documents.
3. The Contractor confirms that it has satisfied itself as to the correctness and validity of its bid; that the price(s) and rate(s) quoted cover all the services specified in the Bid Document; that the price(s) and rate(s) cover all its obligations, and accepts that any mistakes regarding its price(s) and rate(s) and calculations will be at its own risk.
4. The Contractor accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it under this Agreement.
5. The Contractor declares that it has not participated in any collusive practices with any third party regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.....

DATE:

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER (SARAO))

1. I,, in my capacity as accept your bid under Reference Number: NRF/SARAO SDP/01/2025-26 for the rendering of the services indicated hereunder and/or further specified in the annexure(s).

2. An official purchaser order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

2.2 The Contractor's bid submission in response to Bid Ref. NRF/SARAO SDP/01/2025-26;

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	CONTRACT DURATION	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)
SUPPLY, INSTALLATION AND CONFIGURATION OF DATA STORAGE SERVERS, MONITOR SERVERS AND HIGH SPEED NETWORKING EQUIPMENT AT THE CENTRE FOR HIGH PERFORMANCE COMPUTING (CHPC)		Once-off supply and delivery, with 5-year warranty/support service		N/A

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

DATE

WITNESSES

.....

.....

DATE:

PART B.1 – PRICING

PRICING INSTRUCTIONS

1.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	Completion of Pricing Schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.
3.	Applicability of Quoted Prices: All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.
4.	Exchange Rate Fluctuations: Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
5.	Total Bid Cost: Prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods.
6.	Bid Price Calculation: Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.

SBD 3.2 – PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number: NRF/SARAO SDP/01/2025-26
Closing Time: 12.00PM	Closing date: Friday, 16 May 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED).
<u>NOTE:</u> CARRY OVER BID PRICE TO PRICING SCHEDULE ON PAGE 44			

-
1. Required by:
 - At:
 2. Brand and model
 3. Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 4. If not to specification, indicate deviation(s)
 5. Period required for delivery
 - Delivery: *Firm/not firm

**** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE

No	Description	Quantity	Measurement unit	Unit Price	Total (Excluding VAT)
1.	Supply storage servers and monitor servers	100	servers		
2.	Supply monitoring servers	7	servers		
3	Supply Top of rack switches	5	switches		
4	Supply High speed switches	7	switches		
5	Supply Aggregation switches	1	switches		
6.1	Supply networking cable	30	QSFP28 1m cable		
6.2	Supply networking cable	30	QSFP28 2m cable		
6.3	Supply networking cable	37	QSFP28 3m cable		
6.4	Supply networking cable	10	QSFP28 5m cable		
6.5	Supply networking cable	5	SFP+ cable		
6.6	Supply networking cable	107	red 1 gbps ethernet cables cable		
6.7	Supply networking cable	107	blue 1 gbps ethernet cables cable		
7.	Install storage servers and monitoring servers		man hours		
8.	Install operating system on all nodes		man hours		
9.	Support service (*paid annually)	5	years		
SUB TOTAL					
VAT					
TOTAL BID PRICE					

PART C – RETURNABLE SCHEDULES

SBD 4 BIDDER'S DISCLOSURE																							
1.	PURPOSE OF THE FORM																						
1.1	<p>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.</p> <p>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.</p>																						
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 ² 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 -																						
	<table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Name of State Institution</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Full Name	Identity Number	Name of State Institution																		
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 employed by the procuring entity?	YES / NO																					
2.2.1	If so, furnish particulars:																						

² 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 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 ³ 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	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.	
3.6	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.	
CERTIFICATION		

³ 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.

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

I ACCEPT THAT THE STATE MAY REJECT MY 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.

.....
Date

.....
Signature

.....
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
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the **80/20** preference point system.
- 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 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P}{P} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P}{P} \right)$$

80/20 or 90/10

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

4. POINTS AWARDED FOR SPECIFIC GOALS

Table 1: Specific goals for the tender and points claimed are indicated per the table below and is based on B-BBEE Status Level of Contribution of the Bidder.

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

B-BBEE Status Level of Contribution	Number of points allocated (80/20 system) (between R2 000 and R50 000 000)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.4. 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.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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 NRF Corporate in accordance with the 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 NRF Corporate 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:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)

REFERENCE LETTER TEMPLATE

Referee Legal Name:

Company:

Bid Number: NRF/SARAO SDP/01/2025-26

Bid Description: Supply, Installation and Configuration of Data Storage Servers, Monitor Servers and High Speed Networking Equipment at the Centre for High Performance Computing (CHPC)

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism in dealing with service provider; was service provider helpful, always available to assist			
Delivery of goods – Were the goods delivered timeously, undamaged from original packaging?			
Did the storage servers, when tested, meet your specifications?			
Was a valid warranty provided?			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	