



SARAO

South African Radio
Astronomy Observatory

BID DESCRIPTION

Supply, Delivery and Support of the Data Network Ethernet Switches and Interconnect for the MeerKAT Extension Project over a period of 5 years

Bidder Name:		
Number:	NRF/SARAO SDIG/24/2021-22	
Closing Date:	Monday, 22 November 2021	
Closing Time:	11.00AM	
	<u>Note:</u> Bids submitted after 11.00AM will be disqualified	
Bid Submissions:	Electronic submissions must be sent to tenders@sarao.ac.za Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions must be in searchable PDF format. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.	
Enquiries may be directed in writing to:		
Section	Supply Chain Management	Engineering
Contact person	Anwuli Okecha	Mariet Venter
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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, incorporates 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 Square Kilometre Array (SKA) project is available from www.skatelescope.org.

CONTEXT OF THIS PROCUREMENT NEED

1. Context

1.1 SKA System Overview

The SKA system consists of the SKA MID telescope array to be located in the Karoo in South Africa. SARAO has played a major role in coordinating the South African contribution to the SKA project and is playing a key role on behalf of the International Square Kilometre Array Observatory (SKAO) in its construction, especially through contributing to the development of the components of this instrument.

The SKA project has completed the design phase and has successfully concluded a Critical Design Review (CDR). The SKA project is now in a period of construction planning in preparation for the construction procurement phase. The start of SKA construction is planned in 2021.

1.2 MeerKAT Extension Project

The MeerKAT Extension Project (MK+) is a joint project between Germany and South Africa to extend the capability of the MeerKAT system by adding SKA dishes to the MeerKAT array and to integrate these dishes into the MeerKAT system. The design of the MK+ dishes is compliant with the SKA requirements and SKA dish reference design. The MK+ dishes will form part of the SKA array after MeerKAT is integrated with the SKA. The scope of this bid is therefore fully within the scope of the SKA construction project and South Africa intends to claim this work as a SKA construction credit.

1.3 Context of the required procurement

The MK+ telescope's digital signal processing system shall interface and be backwards compatible with the current MeerKAT Ethernet data network, infrastructure, command, control and monitoring, that uses Mellanox commodity Ethernet networking components to interconnect the antennas and processing elements. This tender aims to supply the required switching equipment and interconnect (optics and cabling) equipment for this purpose, which should be form, fit and function compatible with the current MeerKAT telescope, due to the fact that units as part of the items requested in this tender are intended to be used on faulty units in the entire telescope array. Units are also required for the SKA Dish Verification System (DVS) used during the telescope commissioning phase and are included in this tender.

1.4 Supply description

The required bill of materials stated in this tender must be supplied and delivered to the SARAO Cape Town office, within six months of award of the tender.

Bidders will not be required to install and commission the delivered bill of materials.

1.5 Support policy

Bidders are expected to provide documentation outlining the required warranty and support, specified in the required bill of materials.

The bidder shall be responsible for the collection and return of faulty units from and to the SARAO Cape Town office.

The MK+ telescope is expected to remain independently operational until 2027, at which point it is expected that it will be merged with SKA phase-1 and will fall under its operation and maintenance policies, which is not covered under this tender. Should a unit fail within 5 years of when it is powered on, a manufacturer-supported warranty should cover repairing or replacement of the faulty unit.

1.6 Required Bill of Materials for this Tender

The table below lists the required bill of materials for this tender. Each entry must be quoted on as a separate line item.

Table 1: Required Bill of Materials for this Tender

Part	Part Number	Quantity
Nvidia/Mellanox SN2100 16-Port 100GbE Switch, C2P airflow	MSN2100-CB2R	28
Mellanox 40GBASE-SR MMF optics (MPO)	MC2210411-SR4-F-A2	28
Mellanox 10GbE 4:1 breakout 2m MMF (4xLC to 1xMPO)	MC6709309-005	28
Tool-less 19-inch rail kit	MTEF-KIT-E	28
FS for Mellanox MC2210511-ER4 Compatible, 40GBASE-ER4 QSFP+ 1310nm 40km DOM LC SMF Optical Transceiver Module (with standard 5-year warranty)	FS P/N: QSFP-ER4-40G ME Type: MC2210511-ER4	36
FS for Mellanox MC2210511-LR4 Compatible, 40GBASE-LR4 QSFP+ 1310nm 10km DOM LC SMF Optical Transceiver Module (with standard 5-year warranty)	FS P/N: QSFP-LR4-40G ME Type: MC2210511-LR4	26
LC/UPC Single-mode Fixed Fiber Optic Attenuator, Male-Female, 5dB	FS P/N: AT-M-LCU 5dB	42
LC/UPC Single-mode Fixed Fiber Optic Attenuator, Male-Female, 10dB	FS P/N: AT-M-LCU 10dB	50
Nvidia/Mellanox 5-Year Technical Silver Support and Warranty Plan for SN2100 Switches <i>Note: The support and warranty plan should cover all switches supplied in this contract.</i>	N/A	1
Nvidia/Mellanox 2-Year Extended Warranty for a total of 3 years Bronze for Transceivers/Optics <i>Note: The warranty plan should cover all transceivers/optics supplied in this contract.</i>	N/A	1

PART A – THE TENDER

THE BID SELECTION PROCESS

PRE-QUALIFICATION CRITERIA

In terms of Regulation 4 of the Preferential Procurement Regulations (2017), pre-qualification criteria based on B-BBEE status level will be applied to this bid. Following the pre-qualification eligibility assessment, the bid will be evaluated in three stages, listed to below.

STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Bids will be evaluated for compliance with the procedural requirements of this bid, which entails the completion and/or submission of the returnable documents and schedules specified in the **Stage 1 – Submission of Returnable Documents and Schedules** (page 8) (checklist) below.

NOTE: Failure to comply with the mandatory requirements in this stage may result in bid disqualification. However, SARAO may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (such as SBD forms or a B-BBEE certificate), 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.

STAGE 2 - TECHNICAL EVALUATION

Bids will be evaluated against the technical criteria outlined **Stage 2 - Technical Evaluation** (page 10) below.

Bids which fail to meet requirements of Stage 2 will be disqualified and not evaluated further in Stage 3.

STAGE 3 - PRICE AND PREFERENCE POINTS SCORING

Bid price proposals are compared on an equal and fair basis, taking into account all aspects of the bid pricing requirements. Qualifying bids are ranked on price and preference points claimed in the following manner:

- (i) **Price** - with the lowest priced bid receiving the highest price score as set out in the Preferential Procurement Policy Regulations 2017;
- (ii) **Preference** - preference points as claimed in the preference claim form (SBD 6.1) supported by a valid B-BBEE certificate or sworn affidavit, in the case of EMEs and QSEs, are added to the price ranking scores.

See section below, Stage 3 – Price and B-BBEE Points Scoring on page 10.

PRE-QUALIFICATION CRITERIA

In terms of Regulation 4(1)(a) of the Preferential Procurement Regulations (2017), pre-qualification criteria based on B-BBEE status level will be applied to this tender as follows –

Pre-qualification Criteria	Minimum Level	Does bidder comply? (Yes / No) [FOR OFFICE USE]
B-BBEE status level	B-BBEE level 2	

Any bid which fails to meet the stipulated pre-qualification criteria of a B-BBEE level of 1-2 will be automatically disqualified from further consideration.

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

NOTE: All mandatory criteria need to be complied with to move on to the next stage of evaluation. All SBD forms indicated as mandatory must be completed and signed by bidders. However, SARAO may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (e.g. SBD forms or B-BBEE certificate), 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 the SBD 1, 4, 6.1, 8 and 9 returnable schedules.

Legislative Documents	Compliance			
	(M – Mandatory); (O – Optional)	Submit -ted	Bid Section Reference	Reference to Bidder's document
Bidder Eligibility				
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 28 SBD 1 – Invitation to Bid	
Declaration of Interest with Government (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 31 SBD 4 – Declaration of Interest with Government	
Preference Points Claimed (SBD 6.1), signed and completed with an original B-BBEE certificate or a certified copy of an original B-BBEE certificate.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 34 SBD 6.1 – Preference Points Claim	
Declaration of Past SCM Practices (SBD 8), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38 SBD 8 – Declaration of Bidder's Past SCM Practices	
Certificate of Independent Bid Determination (SBD 9), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 39 SBD 9 - Certificate of Independent Bid Determination	
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 30 Tax Compliance Requirements	

Legislative Documents	Compliance			
	(M – Mandatory); (O – Optional)	Submit -ted	Bid Section Reference	Reference to Bidder's document
CSD Report reflecting legal details, registration numbers, details of directors' shareholding, and tax status.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13 Central Supplier Database registration	
Product technical compliance eligibility				
Data sheets showing that the requirements are met, and inclusion of part numbers on the quote.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10 STAGE 2 - TECHNICAL EVALUATION	
Official Nvidia /Mellanox 5-Year Technical Silver Support and Warranty Plan certificate for Switches.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10 STAGE 2 - TECHNICAL EVALUATION	
Official Nvidia/Mellanox 2-Year Extended Warranty certificate for a total of 3 years Bronze for Transceivers/Optics.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10 STAGE 2 - TECHNICAL EVALUATION	
Due diligence eligibility				
Bidders are required to provide a list of similar supply contracts undertaken in the last five (5) years. In this regard, Schedule A on page 11 below must be completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 11 Schedule A: List of similar supply contracts	
SARAO reserves the right to request shortlisted bidders to submit three (3) reference letters from clients to whom similar supply contracts have been delivered within the last five (5) years.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 41 REFERENCE LETTER TEMPLATE	
Reference 1: From:				
Reference 2: From:				
Reference 3: From:				
Pricing Documents	Compliance			Reference to Bidder's document
Pricing (SBD 3.1) in this document completed with schedules breaking each line down into individual cost structures.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 27 SBD 3.1 – Pricing Schedule	

STAGE 2 - TECHNICAL EVALUATION

NOTE: Failure to submit evidence in support of each evaluation criteria will result in disqualification. No second opportunity will be given to submit documentation not included in the bid, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will accrue to any other bidder.

No.	Evaluation Criteria (All criteria are weighted equally to each other)	Meet Specification Minimum	Bid Section Reference	Assessment methodology
Specification Eligibility				
1	Supply of Required Bill of Materials, supported by data sheets showing that the requirements are met, and inclusion of part numbers on the quote.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 5 Table 1: Required Bill of Materials for this Tender	Go / No-go
Due Diligence				
1	Bidders are required to provide a list of similar supply contracts undertaken in the last five (5) years. In this regard, Schedule A below must be completed.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 11 Schedule A: List of similar supply contracts	Go / No-go
2	SARAO reserves the right to request shortlisted bidders to submit three (3) reference letters from clients to whom similar supply contracts have been delivered within the last five (5) years.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 41 Reference Letter Template	Go / No-go

STAGE 3 – PRICE AND B-BBEE POINTS SCORING

Bids which meet the minimum requirements in Stage 2, will be evaluated on price and B-BBEE status level (Stage 3) as follows (For the calculations, see SBD 6.1 – Preference Points Claim, page 34):

CRITERIA	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

Schedule A: List of similar supply contracts

NAME OF EMPLOYER	CONTACT DETAILS OF EMPLOYER	DESCRIPTION OF SERVICES	VALUE OF CONTRACT	YEAR OF COMPLETION
	CONTACT PERSON: TEL: EMAIL:			
	CONTACT PERSON: TEL: EMAIL:			
	CONTACT PERSON: TEL: EMAIL:			
	CONTACT PERSON: TEL: EMAIL:			

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS

a. **Late bids**

Bids received after the closing time and/or date shall not be considered.

b. **Authority of bid signatory**

The bid must be signed by a person duly authorised to do so.

c. **Clarification of the bid**

- i. A bidder requiring any clarification of the bid documents may direct the request for clarification in writing, to the SARAO representatives listed on the cover page of this bid document.
- ii. A response will be provided by SARAO in writing. The response (including an explanation of the query, but without identifying the source of the query) will be sent to all prospective, identifiable bidders.

d. **Response preparation costs**

Bidders will be responsible for all costs associated with the preparation and submissions of their bids.

e. **Counter proposals**

No counter proposals will be accepted.

f. **Alterations to bid document**

Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by SARAO, i.e. the completion of the schedules indicated as mandatory for completion. Any alterations made to the content of this bid document other than those mandated by SARAO will result in the invalidation of a bidder's submission.

g. **Submitting a tender offer**

- i. 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.
- ii. Each **party to a joint venture or consortium must individually complete and submit the SDB returnable schedules included in this bid document.**
- iii. Bidders must return all returnable documents and schedules after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink. The bid document must be submitted in its entirety.

h. **Clarification of bidder's tender offer after submission**

- i. Bidders may be required by SARAO, to provide clarification 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).

- ii. No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.

i. **Two envelope system**

- i. SARAO utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase.
- ii. All responses must be submitted in two sealed envelopes, alternatively two electronic folders (if submissions are required to be electronic); the first envelope/folder shall contain the technical, and compliance response and the second shall contain only the pricing response.
- iii. 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.
- iv. Bidders are required to package their bid as follows:
 - Envelope/ Folder 1: Compliance and Technical Response
 - Envelope/ Folder 2: Pricing Response

j. **Central Supplier Database registration**

Bidders must be registered on the National Treasury Central Supplier Database ('CSD') in order to be recommended for the award of this bid, and must provide their CSD supplier number in their bid submission.

k. **Tax compliance status**

- i. Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have not been declared to be in order by the South African Revenue Services (SARS).
- ii. Each party to a joint venture, consortium or partnership must comply with the above requirement.
- iii. The bid will be declared non-responsive in the event that the bidder's tax matters are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be granted by SARAO in writing.

l. **Invalid bids**

Tenders shall be invalid if –

- i. In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer;
- ii. The bidder has been 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.

m. **Price negotiations prior to award**

- i. The award of this bid 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 market related.
- ii. SARAO reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.

n. **SARAO's right to vary requirements at time of award**

- i. A decrease in quantities may also be permitted to bring the award price within the available budget for the procurement.

o. **Cancellation of the bid prior to award**

SARAO reserves the right to cancel this bid at any time before award, where -

- i. Due to changed circumstances there is no longer a need for the services specified in this bid;
- ii. Funds are no longer available to cover the total envisaged expenditure for the project;
- iii. No bids meet the required specifications; or
- iv. There is a material irregularity in the bid process.

p. **Bid Award**

- i. The bid will be awarded after approval by the NRF's Delegated Authority, to the bidder with the highest combined score for Price and B-BBEE status level, unless other objective criteria, specified in the bid document, applies.
- ii. The award will be subject to final verification of the bidder's tax compliance status.

q. **Collusion, fraud and corruption**

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

r. **Fronting**

- i. 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.
- ii. SARAO's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
- iii. 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.
- iv. Should the bidder be unable to refute the finding to the satisfaction of SARAO, SARAO reserves the

right to reject the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SARAO may have against such a bidder.

s. **Disclaimers**

SARAO has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SARAO has no liability towards the bidders in connection therewith.

t. **General definitions**

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

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

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

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

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

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

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

“NRF” means the National Research Foundation and it is used interchangeably with its business units managing the contract being SARAO.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

(Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title).

General (General Conditions of Contract Clause No 3)

SARAO will measure and verify the performance of all items delivered via a standard acceptance test, to ensure it operates as expected and as shown in the data sheets.

Warranty (General Conditions of Contract Clause No 15)

Add the following to Clause 15:

Mandatory support and warranty certificates to be included in the bid:

- Nvidia/Mellanox 5-Year Technical Silver Support and Warranty Plan for SN2100 Switch
- Nvidia/Mellanox 2-Year Extended Warranty for a total of 3 years Bronze for Transceivers/Optics

The support and warranty plans should cover all switches and transceivers supplied in this contract.

The warranty periods should commence from the date on which the receptor switch or transceiver are first powered on.

Performance Verification (General Condition of Contract Clause No 16)

The NRF appointed contract manager will verify the performance of this contract with reference to the required deliverables.

Both parties shall verify this through signing the verification documentation. Both parties, at this time, shall agree on quantity, unit cost, and total value on the same signed document.

Communication (General Condition of Contract Clause No: 31)

Communication between the contracted parties must be in writing, by email, or other written means.

SARAO shall state the contract number with a secondary reference number i.e. purchase order number, on all communication documentation. SARAO will not consider any communication between the parties without the contract number to be valid communication.

SARAO will maintain all contract documentation, correspondence, et cetera, in a defined contract file open for inspection.

Payment (General Condition of Contract Clause No: 16)

The period for payment shall not exceed 30 days from date of receipt of invoice. Qualifying invoices for payment

must meet the following minimum requirements:

- (a) Reference to purchase order number
- (b) Detailed line items as specified in purchase order
- (c) Include statement of account

Invoices must be accompanied by the NRF contract manager's signature, confirming performance/delivery in accordance with prescribed quality and/or quantity, conformance to specification, and unit pricing in accordance with the contract and any purchase orders issued in terms of the contract.

Subcontract (General Condition of Contract Clause No: 20)

Any sub-contracting arrangements must comply with the requirements of the Preferential Procurement Policy Framework Act and its regulations.

PERFORMANCE LEVEL CONDITIONS OF CONTRACT

PERFORMANCE/SERVICE LEVEL CONDITIONS

1.	<p>The NRF measures the contracted bidder's performance against these in the execution of the contract. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.</p>
2.	<p>If the contracted bidder fails to meet any performance level:</p> <p>The contracted bidder shall investigate and report on the root causes of the performance level failure;</p> <p>Promptly correct the failure and begin meeting the set performance levels;</p> <p>Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and</p> <p>Take appropriate preventive measures to prevent the recurrence of the performance level failure.</p>

Statement of Performance Levels

Subject to GCC Clause 25, if the contracted bidder fails to deliver any or all of the goods within the requirements and period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the

contract, apply the undermentioned penalties. Where delays in performance, poor or non-performance are attributable to the actions or omissions of the contracted bidder, and after penalties have been imposed by SARAO, the delay, poor or non-performance persists for a period longer than 14 days without mitigation efforts by the contractor, SARAO shall invoke GCC Clause 23.

Service	Measurement methodology	Penalty trigger	Penalty
<ul style="list-style-type: none"> Delivery of the specified goods. 	Both parties jointly check and confirm specifications are met. Entire system should be delivered simultaneously.	All, or part of the goods delivered do not meet the bid specifications.	(i) Items outside of the specification will be rejected and correct items to be re-delivered at the cost of the supplier.
<ul style="list-style-type: none"> Timeous delivery of goods after issue of official purchase order. 	Goods are delivered within six months of the tender award.	For reasons directly attributable to the actions or inaction of the supplier, which would have been avoided had reasonable care been taken, delivery is not made within the agreed upon timeframe (within six months of the tender award).	<ul style="list-style-type: none"> (i) Delay exceeds 7 days from agreed upon delivery date: apply a penalty of R1000 to be deducted from the contract amount for each day of delay until delivery is effected. (ii) Delay exceeds 14 days from agreed upon delivery date: apply a penalty of R1500 to be deducted from the contract amount for each day of delay until delivery is effected. (iii) Delay exceeds 30 days from agreed upon delivery date – apply a penalty of R2000 to be deducted from the contract amount for each day of delay, and invoke termination of the contract in term of GCC clause 23.

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.

GCC 1	Definitions – The following terms shall be interpreted as indicated:
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

GCC 1	Definitions – The following terms shall be interpreted as indicated:
	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	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

GCC 1	Definitions – The following terms shall be interpreted as indicated:
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
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

GCC 1	Definitions – The following terms shall be interpreted as indicated:
	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	<p>Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2 the purchaser shall pay the supplier any monies due the supplier.</p>
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;

GCC 1	Definitions – The following terms shall be interpreted as indicated:
	<p>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</p> <p>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.</p>
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

PART B.1 – PRICING

PRICING INSTRUCTIONS

1.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	<p>Completion of Pricing Schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein.</p> <p>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.</p>
3.	Applicability of Quoted Prices: All quoted prices must remain firm for the duration of the contract.
4.	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.
5.	Exchange Rate Fluctuations: Fixed price bid.
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 3.1 – PRICING SCHEDULE

Equipment and data pack prices

#	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	28	Nvidia/Mellanox SN2100 16-Port 100GbE Switch, C2P airflow	Per item		
2	28	Mellanox 40GBASE-SR MMF optics (MPO)	Per item		
3	28	Mellanox 10GbE 4:1 breakout 2m MMF (4xLC to 1xMPO)	Per item		
4	28	Tool-less 19-inch rail kit	Per item		
5	36	FS for Mellanox MC2210511-ER4 Compatible, 40GBASE-ER4 QSFP+ 1310nm 40km DOM LC SMF Optical Transceiver Module	Per item		
6	26	FS for Mellanox MC2210511-LR4 Compatible, 40GBASE-LR4 QSFP+ 1310nm 10km DOM LC SMF Optical Transceiver Module	Per item		
7	42	LC/UPC Single-mode Fixed Fiber Optic Attenuator, Male-Female, 5dB	Per item		
8	50	LC/UPC Single-mode Fixed Fiber Optic Attenuator, Male-Female, 10dB	Per item		
9	1	Nvidia/Mellanox 5-Year Technical Silver Support and Warranty Plan for SN2100 Switches	Per item		
10	1	Nvidia/Mellanox 2-Year Extended Warranty for a total of 3 years Bronze for Transceivers/Optics	Per item		
Total Cost is determined by multiplying quantity by unit price for all line items					
VAT (15%)					
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE) (Incl. VAT)					R

CALCULATION OF TABLES

Bidders are required to ensure that the tables in the costing listed above are **accurately calculated and that costs** include VAT.

PART C – RETURNABLE SCHEDULES

SBD 1 – INVITATION TO BID

Bid Number	NRF/SARAO SDIG/24/2021-22
Closing date and time	Monday, 22 November 2021 at 11.00AM
SUMMARY OF BID REQUIREMENTS	
SUPPLY, DELIVERY AND SUPPORT OF THE DATA NETWORK ETHERNET SWITCHES AND INTERCONNECT FOR THE MEERKAT EXTENSION PROJECT OVER A PERIOD OF FIVE YEARS	
Two envelope system	Yes
Price validity period from date of closure	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****Tax Compliance Status**

Tax Compliance System PIN

OR

Central Supplier Database No.

MAAA**B-BBEE Status Level Verification Certificate**

Tick Applicable Box.

☐ Yes ☐ No**B-BBEE Status Level Sworn Affidavit**

Tick Applicable Box.

☐ Yes ☐ No

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

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

☐ Yes ☐ No

[If yes
enclose
proof]

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

☐ Yes ☐ No

[If yes, answer the
questionnaire below]

Is the entity a resident of the Republic of South Africa (RSA)?

☐ Yes ☐ No

Does the entity have a branch in the RSA?

☐ Yes ☐ No

Does the entity have a permanent establishment in the RSA?

☐ Yes ☐ No

Does the entity have any source of income in the RSA?

☐ Yes ☐ No

Is the entity liable in the RSA for any form of taxation?

☐ Yes ☐ No

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.

BID SUBMISSION

1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

SBD 4 – DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- a) The Bidder is employed by the State; and/or
- b) The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	

Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule

☐

Yes

☐ No

Name of person/ director/ trustee/ shareholder/member:

Name of State institution at which you or the person connected to the Bidder is employed

Position occupied in the State institution

Any other particulars:

If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

☐ Yes

☐ No

If Yes, did you attach proof of such authority to the Bid document?

If No, furnish reasons for non-submission of such proof as an attached schedule

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?

☐ Yes

☐ No

If so, furnish particulars as an attached schedule.

Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?

☐ Yes

☐ No

If so, furnish particulars as an attached schedule.

Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ Yes

☐ No

If so, furnish particulars as an attached schedule.

DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD 6.1 – PREFERENCE POINTS CLAIM FORM

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1. The following **preference point systems** are applicable to all bids:

1.1.1. The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

The maximum points for this bid are allocated as follows:	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.2. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.3. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

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

80/20 :	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10 :	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
---------	---	----	---------	---

Where, P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

1.5. Points awarded for B-BBEE status level of contributor

1.5.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Number of points (90/10 system)	10	9	6	5	4	3	2	1	
Number of points (80/20 system)	20	18	14	12	8	6	4	2	

2. BID DECLARATION

2.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL	Level:
B-BBEE POINTS CLAIMED	Points

2.2. Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

3. SUB-CONTRACTING

3.1. Will any portion of the contract be sub-contracted? (Tick applicable box)

YES		NO	
-----	--	----	--

3.2. If yes, indicate:

1. What percentage of the contract will be subcontracted.....%

2. The name of the sub-contractor.....

3. The B-BBEE status level of the sub-contractor.....

3.3. Whether the sub-contractor is an EME or QSE? (Tick applicable box)

YES		NO	
-----	--	----	--

3.4. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017.

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm:

4.2. VAT registration number:

4.3. Company registration number:

4.4. Type of company/firm

☐ Partnership/Joint Venture /Consortium

☐ One person business/sole proprietor

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

4.5. Describe principal business activities

.....

4.6. Company classification (Tick applicable box)

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business:

5. Bidder declaration

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 5.1. The information furnished is true and correct;
- 5.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 5.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 5.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
 - e) Forward the matter for criminal prosecution.

.....

SIGNATURE OF BIDDER

WITNESSES:

1.

2.

SBD 8 – DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:

☐ Yes
☐ No

Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:

☐ Yes
☐ No

Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:

☐ Yes
☐ No

Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:

☐ Yes
☐ No

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:

- (i) I have read, and I understand the contents of this Certificate;
- (ii) I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- (iii) I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
- (iv) Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
- (v) For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. Has been requested to submit a Bid in response to this Bid invitation;
 - b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
- (vi) The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.
- (vii) In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or service will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a Bid;
 - e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or

f. Bidding with the intention not to win the Bid.

(viii) In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

(ix) The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.

(x) 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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Reference Letter Template

Referee Legal Name:

Company:

Bid Number:

Bid Description:

Supply, Delivery and Support of the Data Network Ethernet Switches and Interconnect for the MeerKAT Extension Project over a Period of Five Years

Describe the service and nature of the work the above bidder provided to you below:

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism in dealing with service provider; was the service provider helpful and always available to assist			
Delivery of services – Was the service delivered timeously and satisfactorily to the specifications of the project			
Knowledge – Did the service provide show satisfactory understanding of the project and if/when challenges arouse was the service provider able to satisfactorily address these challenges.			

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Communication – was the service provider able to effectively communicate and undertake meetings with the relevant government departments as well as interested and affected parties during the project.			
Warranty and support plans – did the service provider keep to the terms of its warranty and support plan.			
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:			
Reference project location:			
Contact Telephone Number:			
Date:			

SBD 1 – BID SIGNATURE

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SARAO in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by SARAO during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

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

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

Signature of bidder:

NAME (PRINT)

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