



SARAO
South African Radio
Astronomy Observatory

INVITATION TO BID

Provision of Trunk Radio Operations (Support Services) for a period of 3 years and Supply of Trunk Radio End User Devices

Bidder Name:		
Bid Number:	NRF/SARAO SAGA/25/2023-24	
Closing Date:	Friday, 29 September 2023	
Closing Time:	12.00PM	
	Submissions received after 12.00PM will not be accepted	
Briefing Session:	N/A	
Bid Submission:	<p>Electronic submissions must be sent to tenders@sarao.ac.za</p> <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>Technical submissions should preferably 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, Google Drive or similar file sharing applications to submit their bid submissions.</p>	
Direct enquiries in writing to:		
	Procedural Enquiries:	Technical Enquiries:
Contact person	Anwuli Okecha	Selaelo Matlhane
Email address	anwuli@sarao.ac.za	smatlhane@sarao.ac.za

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

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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 from www.skatelescope.org.

CONTEXT OF THE PROCUREMENT NEED

The SKA1_MID site is located in the Northern Cape Province. The SKA site consists of the 'core' area (SKA land core) and 3 spiral arms. The SKA land core consists of 40 land parcels that were acquired by the National Research Foundation. In the 3 spiral arms, the National Research Foundation (NRF) is currently in a process to secure the footprint of the construction activities through servitude agreements with local land owners. The land makes provision for the MeerKAT Radio Telescope, HERA instrument, KAT-7 radio telescopes, HIRAX and SKA1_MID radio telescopes.

The Astronomy Geographic Advantage Act (AGA Act No. 21 of 2007) preserves areas that are uniquely suited for radio astronomy. Regulations for the protection of Karoo Central Astronomy Advantage Areas (KCAAAAs) in terms of AGA Act are published in Government Gazette number 41321 under notice number 1411 of 15 December 2017. The Astronomy Management Authority (AMA) has considered possible radio frequency interference of cellular phone towers. Alternative electronic communication services include high speed satellite internet connectivity and mobile radio communication services. Mobile trunk radio network was deployed to provide a means of communication to the South African Police Services (SAPS), Emergency Medical Services (EMS), Disaster Management Centre, Farm owners, Farm workers and local businesses. The network has been in operation since 2021 and it provides radio communications service to 525 affected community members.

PART A – THE TENDER

PRODUCT AND SERVICE SPECIFICATIONS

SARAO is seeking a qualified service provider to operate and maintain a mobile radio network.

The appointed bidder will be required to provide the following:

1. Hytera Tier III end-user devices for Digital Mobile Radio
2. Client management services to maintain the relationship with radio network users
3. Network Monitoring to verify the radio network is operational each day for the duration of the services
4. High Mast Rental to secure high site radio tower facilities in the neighbouring towns of Carnarvon, Williston, Van Wyksvlei and Brandvlei
5. Electricity to supply power for high site radio tower facilities
6. Backhaul connectivity linking high site radio tower facilities
7. Maintenance to keep the interconnected radio network in a good working condition

High site radio towers are leased from Sentech, Vodacom and MTN. Electricity supply is provided by Eskom and internet connectivity is provided by MTN to link high site radio towers in Carnarvon, Williston, Brandvlei and Van Wyksvlei as presented in Figure 1 below.

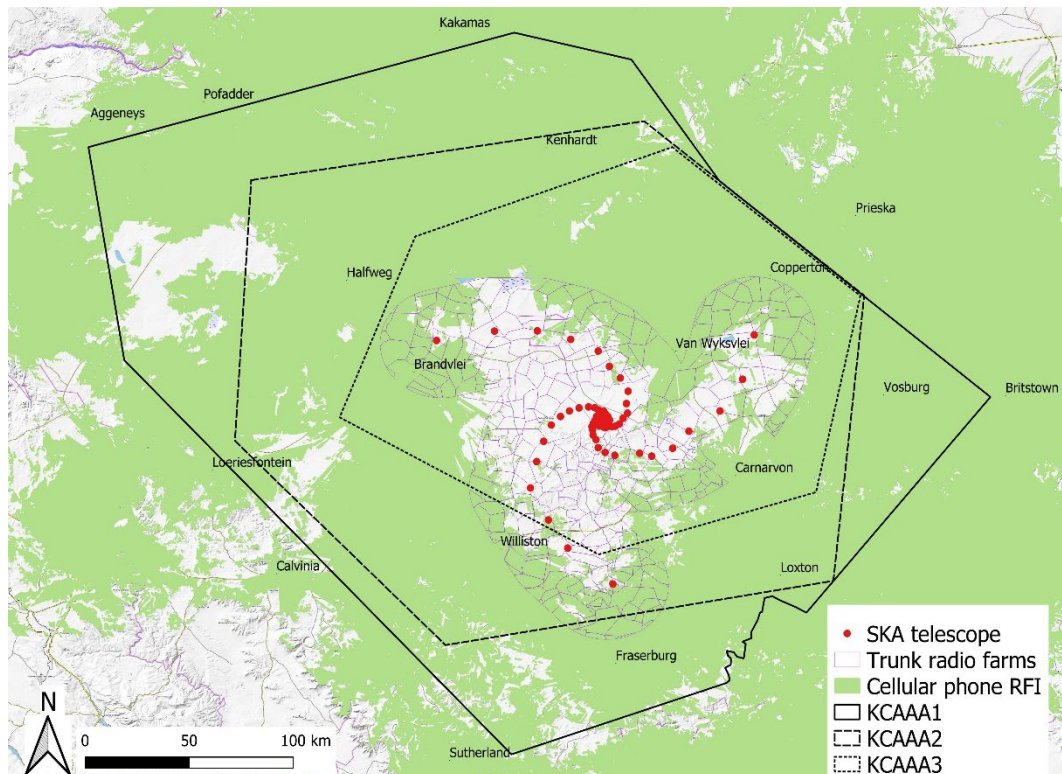


Figure 1: Cellular phone coverage in KCAA3

ALTRON NEXUS was awarded the contract to deploy a mobile trunk radio infrastructure shown in Figure 2 below by way of NRF Bid Reference - SKA N0004-0004, in 2016.

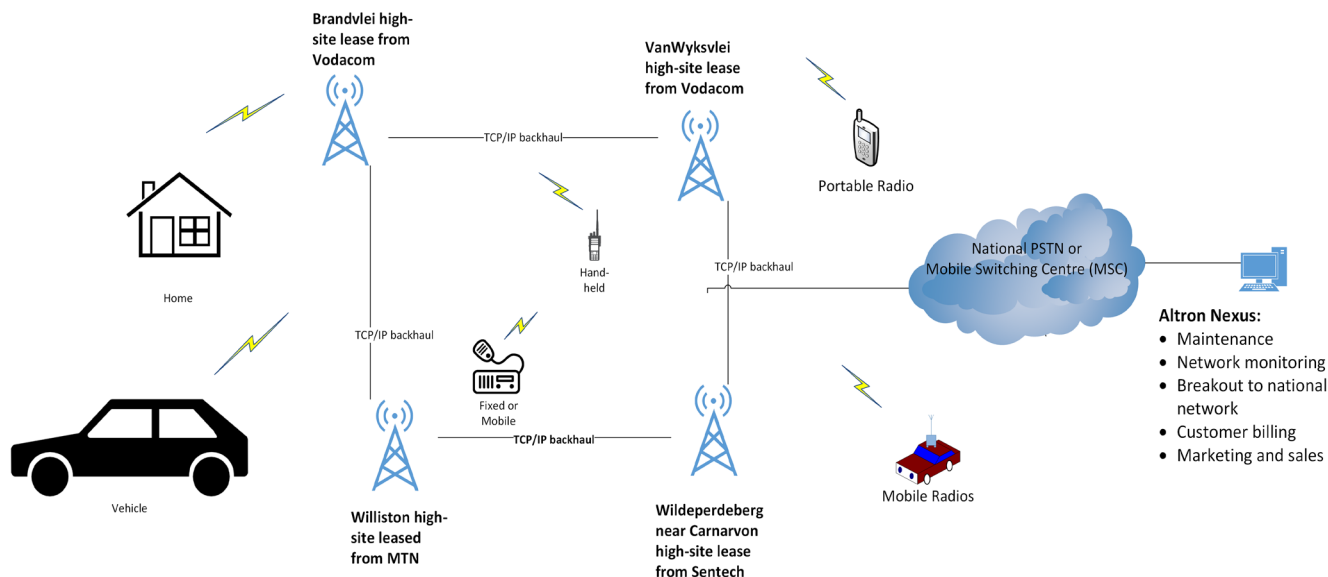


Figure 2: Mobile trunk radio infrastructure

The trunk radio network in Figure 2 above enable voice and limited data communication service for affected communities. End-user devices shall be provided as part of the bid to enable voice and data communication within the coverage area identified in Figure 3 below for handheld radio.

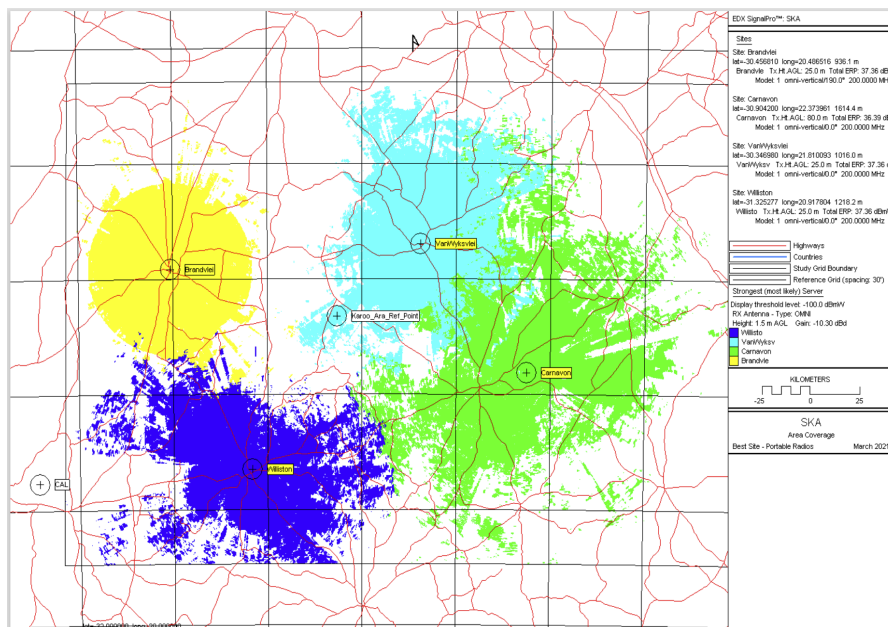


Figure 3: Coverage area for handheld radio

The end user devices include a handheld radio device, mobile vehicle radio device and desktop radio device. The handheld radio devices shall be used in the coverage area identified in Figure 3 above. The mobile radio devices and desktop radio

devices shall be used in the coverage area identified in Figure 4 below.

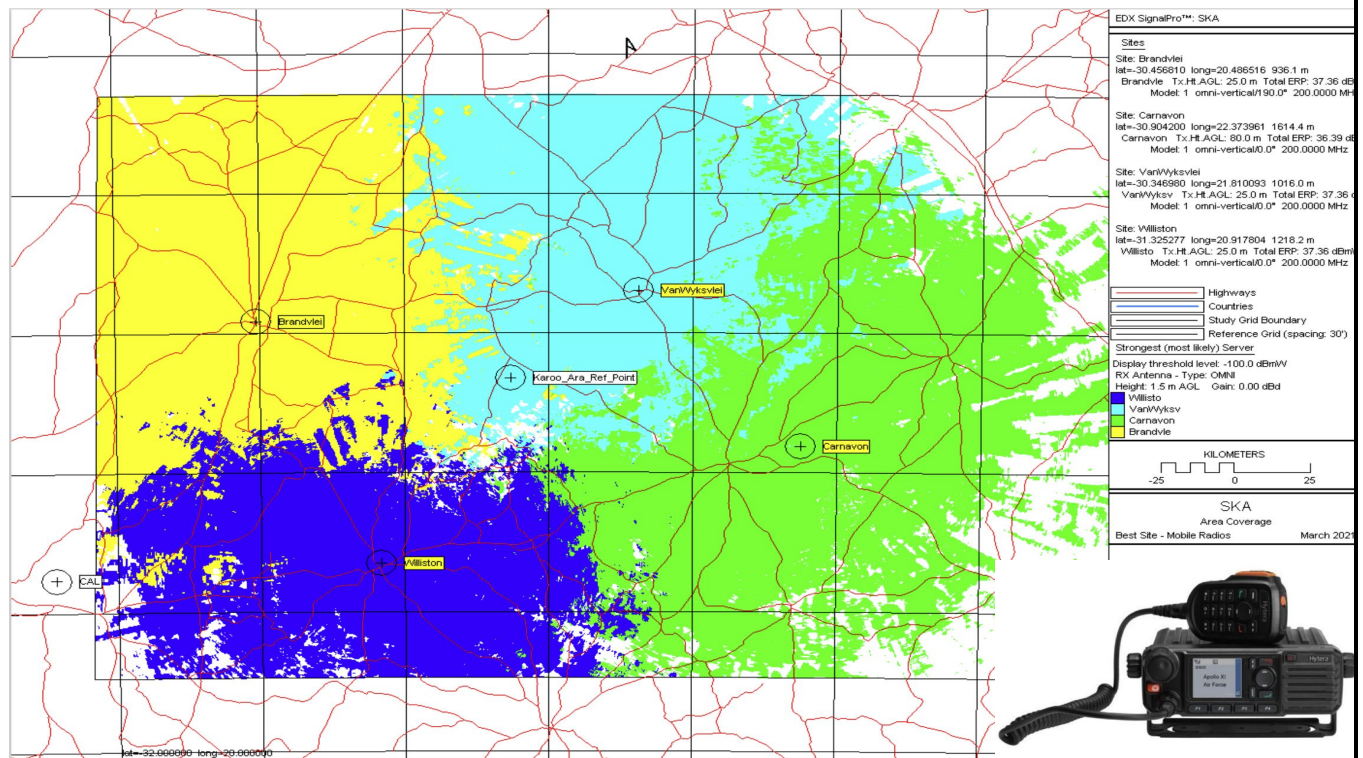


Figure 4: Coverage area for mobile vehicle radio

The purpose of this tender is to select a service provider that will supply end-user devices and provide managed services for the mobile trunk radio network in the Karoo area. The managed service includes payment to third party service providers, for the high site lease, infrastructure maintenance and customer services. The contract for operation of the mobile trunk radio network is coming to an end on 15 December 2023. That is the reason a new bid is advertised. There are currently 525 customers making use of the radio network. This bid request additional 300 end-user devices to bring the total number of customers to 825. The radio network has proven itself to be crucial in times of disaster management. There is high demand for mobile trunk radio end-user devices.

BID SELECTION PROCESS

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 Returnable Documents and Schedules Table on **Page 8** 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, 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 – FUNCTIONALITY EVALUATION CRITERIA

Bids will be evaluated against the technical criteria outlined on **Page 10-12** below.

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

STAGE 3 - PRICE AND SPECIFIC GOALS SCORE SYSTEM

Bid price proposals are compared on an equal and fair basis, considering all aspects of the bid pricing requirements. Qualifying bids are ranked on price and specific goals in the following manner:

- (i) **Price** - with the lowest priced bid receiving the highest price score as detailed in the Preferential Procurement Regulations 2022;
- (ii) **Specific Goals** – specific goals as claimed in the preference claim form (SBD 6.1) are added to the price scores. Bidders' B-BBEE level as evidenced by their B-BBEE certificates/sworn affidavits, will represent 'specific goals'.

BID EVALUATION CRITERIA

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

NOTE: All mandatory criteria must be complied with in this Stage in order to qualify for 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, 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, and 6.1 returnable forms.

Document description	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	SCM Verification
B-BBEE certificate, or in the case EMEs or QSEs, a Sworn Affidavit confirming annual turnover and level of black ownership	Optional ¹	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim points for specific goals?	Yes/No	Page 41-43	
CSD Registration Number	Mandatory	Is the bidder registered with the National Treasury Central Supplier Database (CSD)?	Yes/No	Page 41-43	
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed and signed the SBD 6.1 form? Does the SBD 6.1 form agree to the above evidence?	Yes/No	Page 41-43	
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed and signed the SBD 1 Invitation to Bid form? Has the bidder provided its CSD number for tax status verification?	Yes/No	Page 36-37	
SBD 3.3 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its pricing for the goods or services offered? Is the SBD form in a separate envelope?	Yes/No	Page 35	
SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed and signed the SBD 4 form? Has the bidder made any disclosure which would preclude it from	Yes/No	Page 38-40	

¹ Where no B-BBEE certificate or sworn affidavit is submitted, the bidder will forfeit points for specific goals

		responding to this bid?			
SBD 1 Form (Bid signature)	Mandatory	Has the bidder confirmed that its bid is validity submitted?	Yes/No	Page 44	

STAGE 2 – TECHNICAL EVALUATION CRITERIA

NOTE: Bidders must carefully review the evaluation criteria and instructions below and ensure that they understand what information is required, including all documentation that is required to be submitted in this stage of evaluation. No second opportunity will be given to submit documentation not submitted, 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.

Bid proposals will be evaluated in two sub-stages (Stages 2.1 and 2.2) on the following criteria:

STAGE 2.1 – COMPLIANCE MATRIX

Bidders must complete the compliance matrix below. Only an intention to comply will result in a “GO” assessment. Bidders must be assessed “GO” for each functionality requirement, failing which they will not be considered for further evaluation.

No.	Functionality requirement	Comply / Does not Comply	Assessment (Go / No Go)
A	Desktop - Base		
A1	The bidder shall supply and install Tier III Hytera HM785G VHF desktop radio complete with accessories including base power supply, mounting bracket, external antenna, pole, cable and connectors		
B	Mobile vehicle		
	The bidder shall supply and install Tier III Hytera HM785G VHF mobile radio complete with accessories including vehicle antenna and GPS antenna		
C	Portable - handheld		
	The bidder shall supply Tier III Hytera PD785 VHF portable two-way radio complete with accessories including battery, antenna and charger		

STAGE 2.2 – BIDDERS’ EXPERIENCE, CAPABILITY AND CAPACITY

Bidders must satisfy the functionality requirements listed below. Bidders that fail to achieve the minimum score for each functionality requirement, and the overall minimum score of 70%, will not be considered for further evaluation. Bidders must provide documentary evidence demonstrating that they comply with each evaluation criteria listed below.

No.	Selection criteria	Sub-scores selection	Minimum score per criterion	Score
1	Marketing Experience:			
	The bidder has more than 5 years’ experience in marketing	15	5	

	telecommunications services.				
	The bidder has more than 3 years' experience in marketing telecommunications services.	10			
	The bidder has 2 to 3 years' experience in marketing telecommunications services.	5			
	The bidder has 1 year or no experience in marketing telecommunications services.	0			
2	Sales Experience:				
	The bidder has experience of signing more than 1000 sales agreement or customers for providing telecommunications airtime	15			
	The bidder has experience of signing 500 to 999 sales agreement or customers for providing telecommunications airtime	10	5		
	The bidder has experience of signing 100 to 499 sales agreement or customers for providing telecommunications airtime	5			
	The bidder has less than 100 sales agreement or customers for providing telecommunications airtime	0			
3	Network Monitoring Experience:				
	The bidder is currently monitoring telecommunications equipment at 10 or more high site radio towers	15			
	The bidder is currently monitoring telecommunications equipment at 5-9 high site radio towers	10	5		
	The bidder is currently monitoring telecommunications equipment at 1-4 high site radio towers	5			
	The bidder is currently not monitoring telecommunications equipment at the high site radio tower	0			
4	Network Operations Control Centre (NOCC) Experience:				
	The bidder is monitoring telecommunications equipment on 24 hours a day, 7 days a week, 365 days a year	15			
	The bidder is monitoring telecommunications equipment on 24 hours a day, for 5 days a week including holidays	10	5		
	The bidder is monitoring telecommunications equipment on 24 hours, for 5 days a week excluding holidays	5			
	The bidder is currently not monitoring telecommunications equipment at the high site radio tower	0			
5	Facilities Lease Experience:				
	The bidder is currently managing 10 or more high site radio tower lease agreements	10	3		
	The bidder is currently managing 5 to 9 high site radio tower	7			

	lease agreements			
	The bidder is currently managing 1 to 4 high site radio tower lease agreements	3		
	The bidder is currently not managing high site radio tower lease agreements	0		
6	Backbone Network Experience:			
	The bidder is currently managing Internet Services Agreement from a National Telecommunications Operator to provide Last Mile bandwidth connecting 10 or more high site radio towers	15		
	The bidder is currently managing Internet Services Agreement from a National Telecommunications Operator to provide Last Mile bandwidth connecting 5 to 9 high site radio towers	10		
	The bidder is currently managing Internet Services Agreement from a National Telecommunications Operator to provide Last Mile bandwidth connecting 1 to 4 high site radio towers	5	5	
	The bidder is currently not managing Internet Services Agreement from a National Telecommunications Operator to provide Last Mile bandwidth connecting to high site radio towers	0		
7	Maintenance & Support Experience:			
	The bidder is providing maintenance and support at 10 or more high site radio towers	15		
	The bidder is providing maintenance and support at 5 to 9 high site radio towers	10		
	The bidder is providing maintenance and support at 1 to 4 high site radio towers	5	5	
	The bidder is not providing maintenance and support at the high site radio tower	0		
TOTAL		100		

Bids must satisfy the minimum score stipulated for each functionality criterion listed in the table above, and must attain an overall score of 70% in order to pass this sub-stage of evaluation and be evaluated further in Stage 3.

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES – PASS TO PRICING	NO – DISQUALIFIED
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STAGE 3 – PRICE AND SPECIFIC GOALS

Bids which meet the minimum requirements in Stage 2, will be evaluated on price and specific goals (Stage 3) as follows -

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

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS

Bidders are urged to carefully study these bidding instructions, as well as all corresponding instructions pertaining to the bid evaluation criteria, scope of services, pricing and returnable, contained in this bid document. Failure to comply with these instructions will be at the bidder's risk, and may affect the evaluation of its bid.

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	Should clarification of any aspect of the bid requirements be required, bidders may direct a request for clarification in writing, to the SARAO representatives listed on the cover page of this bid document.
3.2	A response will be provided in writing. The response (without identifying the source of the query) will be sent to all prospective bidders - in the event that a briefing session was held, and a list of prospective bidders is available.
3.3	The last date for the submission of requests for clarification shall be two (2) working days from the closing date of the tender.
4.	<u>Bid preparation costs</u>
4.1	Bidders will be responsible for all costs associated with the preparation and submission of their bids.
5.	<u>Tender Briefing Session and Site Visits</u>
5.1	Where applicable, the arrangements for a compulsory / 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 aspects of the work involved.
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 the invalidation of a bidder's submission.
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 schedules

	included in this bid document.
8.3	Bidders must return all returnable documents and schedules 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 offer may only be submitted if a main tender offer, strictly in accordance with all the requirements of the bid documents 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 SAGA/25/2023-24) no alternative bid offers will be accepted.
10.	<u>Clarification of bidder's tender offer after submission</u>
10.1	Bidders may be required clarify any 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; the first folder shall contain the technical, and compliance response and the second shall contain only the price response.
11.3	Bidders must ensure that they do not include any pricing details in the first folder.
11.4	Bidders are required to package their bid as follows: <ul style="list-style-type: none"> ● Folder 1: Compliance and Technical Response ● Folder 2: Price Response
12.	<u>Central Supplier Database registration</u>
12.1	No award may be made to a bidder who is not registered with the National Treasury Central Supplier Database (CSD), and has not submitted evidence of such registration in the form of a valid CSD Registration Number.
12.2	Bidders not registered with CSD are not precluded from submitting bids, but must be registered prior to award of the bid.
13.	<u>Tax compliance status</u>
13.1	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).
13.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
13.3	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 7 days, 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 carry out such due diligence on shortlisted bidders as it

	deems necessary, which due diligence may include requiring shortlisted bidders to submit reference letters from clients for whom similar or like services have been provided.
14.2	Where reference letters are requested, they must comply with performance indicators specified by SARAO, specific to the bid under consideration.
14.3	SARAO reserves the right to disqualify a bid where reference letters provided do not satisfy the performance indicators specified.
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 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 considered reasonable or market related.
16.2	SARAO reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.
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 bid.
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 bid process.
18.	<u>Bid award</u>
18.1	The bid will be awarded after approval by the NRF, to the bidder with the highest combined score for Price and Specific Goals, unless other objective criteria, specified in the bid 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 the rejection and disqualification of the bidder 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 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.
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

The definitions in (and any obligation, undertaking or requirement set out in any other Clause in furtherance thereto in the Agreement) Clauses 1.9, 1.10, 1.16, 1.17 and 1.18 shall not be applicable to this Agreement.

Substitute Clause 1.20 with the following:

1.20 “**Purchaser’s Premises**” means the sites, primary location of work and or premises of the Purchaser where the Services will be rendered by the Supplier in terms of this Agreement, as described in the Bid Document.

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**” means the services rendered by the Supplier to the Purchaser in terms of this Agreement

Add the following clauses after Clause 1.25:

1.26 “**Agents**” means any person or party a Party 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 being the Bid Document, including these Special Conditions of Contract; the Supplier’s bid and price submission in response to Bid Ref: NRF/SARAO SAGA/25/2023-24; 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 between the Parties.

1.29 “**Bid document**” means the bid document issued by the Purchaser on Friday, 1 September 2023, with Reference Number, NRF/SARAO SAGA/25/2023-24.

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 “**Supplier**” means the party to this Agreement supplying the goods and services as defined herein, and with whom this Agreement is concluded.

1.32 “**Loss**” means loss, injury, death and/or damage.

1.33 “**Material breach**” means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement, which breach deprives the other Party of such reasonable benefits, or caused or may cause harm to any such Party’s interests.

1.34 “**NRF**” means the National Research Foundation, a statutory entity established in terms of the National Research Foundation Act

	23 of 1998.
1.35	“The Initial Period” means the three (3) year duration of the Agreement from Commencement Date, excluding any extension period as may be agreed upon by the Parties.
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	“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	This Agreement shall commence on the Commencement Date and shall continue for the Initial Period, unless terminated by either Party in accordance with Clauses 22A, 23, 23A, 23B and 25 below.
3.2	Should the Purchaser wish to exercise the option to renew the Agreement, the Purchaser will give the Supplier a minimum of six (6) months' prior notice, in writing, of the intention to renew.
3.3	The Agreement renewal will become effective once accepted by the Supplier, and approved by the Purchaser's delegated authority.
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 by the issuing of the order, commence with and carry out the delivery of the services in accordance with the contract, to the satisfaction of the Purchaser;
3A1.2	Provide all of the necessary materials, labour and equipment required for the delivery of the services, including any temporary services that may be required;
3A1.3	Sign third party contracts on behalf of the Purchaser for mobile trunk radio operations and pay for services provided within one week of receipt of each invoice or within appropriate period;
3A1.4	Submit an invoice to the Purchaser for the operational expenditure paid with necessary supporting evidence to be paid by the Purchaser within thirty days or appropriate duration;
3A1.5	Manage and operate the trunk radio network on behalf of the Purchaser. Mobile voice and limited data services shall be provided to local Karoo communities over a period of 3 years;
3A1.6	Debt collection of the monthly subscription fees, Prepaid fees, or Telephone breakout costs;
3A1.7	Maintain ICASA Electronic communications services (ECS) License that authorises the provision of telecommunications services over the radio network shall remain valid for the duration of the contract;
3A1.8	Benchmark the cost to communicate on the trunk radio network with the cost of similar telecommunications services in other parts of the country;
3A1.9	Monitor telecommunications equipment on 24 hours a day, 7 days a week, 365 days a year;
3A1.10	subject to Clauses 22A, 23, 23A, 23B and 25, it will complete and deliver the Services within the Initial Period, or any extended period thereof in terms of Clause 3.3 and 3.4;
3A1.11	fully co-operate with and give every reasonable assistance to the Purchaser to enable any claim which may be threatened, made or brought against the Purchaser arising out of this Agreement to be investigated;
3A1.12	comply with all reasonable and lawful instructions of the Purchaser, within the scope of the services;

3A1.13	impose any penalty for delay as due by the Supplier under Clause 22 by it issuing a credit note to the Purchaser. The Purchaser hereby consents to such amounts being deducted from any payment to the Supplier by the Supplier issuing a credit note against an affected invoice. 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 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;
3A1.14	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, for a single calendar year.
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 Supplier's Premises and such facilities, as required by the Supplier, to ensure the Supplier fulfils its obligations in terms of this Agreement, and shall allow the Supplier and its Personnel to interview and take statements from the Purchaser and its Personnel, by prior arrangement and on prior written notice to the Purchaser;
3B1.2	it will advise the Supplier of any change to its processes or circumstances which are relevant to the provision of the Services by the Supplier in writing immediately once it becomes aware of such change. The aforesaid includes current and future circumstances which, given the Purchaser's knowledge of the Services, may make the performance of such Services by the Supplier and its Personnel more difficult or dangerous;
3B1.3	it will fully co-operate with and give every reasonable assistance to the Supplier to enable any claim which may be threatened, made or brought against the Supplier arising out of this Agreement to be investigated;
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;
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 the same.
7.	Performance security
Clause 7 in its entirety shall not be applicable to this Agreement.	
11	Insurance
Add the following clauses after Clause 11.1:	
11.2	Without limiting the obligations of the Supplier in terms of this Agreement, the Supplier shall effect and maintain the following additional insurances:
11.2.1	Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licensed compensation insurer, from either the Supplier's broker or the insurance company itself.
11.3	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.

16.	Payment												
Add the following clause after Clause 16.4:													
16.5	The Supplier's invoices must meet the following minimum requirements -												
16.5.1	reference the purchase 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 purchase 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 accordance with this Agreement and any purchase orders issued in terms thereof.												
17	Prices												
Add the following clause after clause 17.1:													
17.2	The contract price quoted by the Supplier is required to remain firm for the Initial Period, subject to such adjustments as are specified in the Bid Document, and subject to any change in the scope of the services or Agreement which results in a change in the contract price, such scope change having been agreed to by both Parties.												
22	Penalties												
Substitute Clause 22.1 in its entirety with the following:													
22.1	<div>Subject to Clause 25 and excluding any act or omission of the Purchaser or Third Party(ies) that cause or contribute to a failure of Services, if the Supplier fails to perform any or all of the Services within the period(s) specified in the Agreement, the Purchaser shall, without prejudice to its other remedies under the Agreement, apply the following penalties -</div> <table><tr><th>Project deliverables</th><th>Measurement Methodology</th><th>Penalty trigger</th><th>Penalty</th></tr><tr><td>Marketing and sales</td><td>The Supplier's marketing and sales strategy has resulted in securing at least 300 end users within 2 years of the contract and thereby reduced the Purchaser's subsidies</td><td>Failure to secure at least 300 end-users within 2 years resulting in the Purchaser's subsidy not being reduced over this period</td><td><div>Where it is established that the failure to meet this deliverable is attributable to the actions or omissions of the Supplier, the Purchaser will propose corrective measures to be taken by the Supplier by a stipulated period, failing which a penalty of R1000 per day will be applied for every day the corrective measures are not taken</div><div>Should the failure continue for a period of 31 days, the Purchaser will invoke Clause 23 of the GCC</div></td></tr><tr><td>High site tower lease</td><td>The Supplier secures access to high site towers through lease agreements</td><td>The Supplier breaches high site tower lease(s), resulting in loss of access</td><td>SARAO will withhold payment of Supplier's monthly handling fee until</td></tr></table>	Project deliverables	Measurement Methodology	Penalty trigger	Penalty	Marketing and sales	The Supplier's marketing and sales strategy has resulted in securing at least 300 end users within 2 years of the contract and thereby reduced the Purchaser's subsidies	Failure to secure at least 300 end-users within 2 years resulting in the Purchaser's subsidy not being reduced over this period	<div>Where it is established that the failure to meet this deliverable is attributable to the actions or omissions of the Supplier, the Purchaser will propose corrective measures to be taken by the Supplier by a stipulated period, failing which a penalty of R1000 per day will be applied for every day the corrective measures are not taken</div> <div>Should the failure continue for a period of 31 days, the Purchaser will invoke Clause 23 of the GCC</div>	High site tower lease	The Supplier secures access to high site towers through lease agreements	The Supplier breaches high site tower lease(s), resulting in loss of access	SARAO will withhold payment of Supplier's monthly handling fee until
Project deliverables	Measurement Methodology	Penalty trigger	Penalty										
Marketing and sales	The Supplier's marketing and sales strategy has resulted in securing at least 300 end users within 2 years of the contract and thereby reduced the Purchaser's subsidies	Failure to secure at least 300 end-users within 2 years resulting in the Purchaser's subsidy not being reduced over this period	<div>Where it is established that the failure to meet this deliverable is attributable to the actions or omissions of the Supplier, the Purchaser will propose corrective measures to be taken by the Supplier by a stipulated period, failing which a penalty of R1000 per day will be applied for every day the corrective measures are not taken</div> <div>Should the failure continue for a period of 31 days, the Purchaser will invoke Clause 23 of the GCC</div>										
High site tower lease	The Supplier secures access to high site towers through lease agreements	The Supplier breaches high site tower lease(s), resulting in loss of access	SARAO will withhold payment of Supplier's monthly handling fee until										

			with high site tower owners	to high sites and downstream disruption of end users' access to the radio network	service is restored
		MTN MPLS	The Supplier secures access to national backbone connectivity that link the high-site radio towers through lease agreements of the MPLS telecommunications network capacity	The Supplier breaches backbone connectivity lease(s), resulting in loss of access to telecommunications network capacity and downstream disruption of end users' access to the radio network	The Purchaser will withhold payment of Supplier's monthly handling fee until service is restored
		Maintenance and repair to the mobile trunk radio network	The Supplier effects routine maintenance and repair to the mobile trunk radio network circumventing preventable disruption to the radio communication	There are regular disruptions to access to the network due to the failure of the service provider to effect routine maintenance and repair to the network	<p>The Purchaser will propose corrective measures to be taken by the Supplier by a stipulated period, failing which a penalty of R1000 per day will be applied for every day the corrective measures are not taken</p> <p>Should the failure continue for a period of 31 days, the Purchaser will invoke Clause 23 of the GCC</p>
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 other Party may call in writing on the Party in breach 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 Party in breach will be entitled, but not compelled, to either terminate this Agreement with immediate effect by written notice to the Party in breach and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the Party in breach.				
22A.3	It is further recorded that in the event of any of the Supplier's Personnel misbehaving in any manner which is not acceptable to the Purchaser, such misbehaviour shall not constitute a breach of this Agreement and the Supplier undertakes, subject to a written request from the Purchaser detailing proper and due reasons, to remove such personnel from the Purchaser's Premises, provided that such behaviour or acts of the Supplier's Personnel are not in direct contravention of any obligation placed on the Supplier in terms of this Agreement.				
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 new clause after Clause 23.1:	
23.2	Should this Agreement be terminated only in respect of any one or more Services as provided for herein for any reason, this Agreement shall, unless otherwise mutually agreed to in writing between the Parties, remain in full force and effect in respect of the remainder of Services as set out in this Agreement.
In light of the addition of a new Clause 23.2, the original Clauses 23.2 – 23.7 shall be renumbered as Clauses 23.3 – 23.8 and “terminates” in 23.3 and 23.4 amended to “terminates for default”.	
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	The Party intending to terminate the Agreement as envisaged in Clause 23A.1 shall seek consent, provided that the request to terminate has been approved in writing by the other Party, and the Agreement shall not be terminated less than six (6) months from the date of such written approval being given.
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.
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 Client 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 and 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	under no circumstances whatsoever shall the Supplier 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, by 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 within seven (7) days of 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 Purchaser nor the Purchaser's Personnel shall be liable to the Supplier, the Supplier's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential and the Client 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 same is attributable to the failure by the Supplier 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;
25.1.2	these Special Conditions of Contract;
35.1.3	the Supplier's bid submission in response to Bid Ref: NRF/SARAO SAGA/25/2023-24;
35.1.4	the Supplier's bid price submission in response to Bid Ref: NRF/SARAO SAGA/25/2023-24;
35.1.5	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.
35.3	The Agreement 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 device 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 COIDA 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 markets 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 ancillaries 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 supplier's 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.
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; 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 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	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser. 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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.
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 SAGA/25/2023-24** 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 SAGA/25/2023-24);
 - 2.2 The Service Provider's bid submission in response to Bid Ref. NRF/SARAO SAGA/25/2023-24;
 - 2.3 The Service Provider's bid price in response to Bid Ref. NRF/SARAO SAGA/25/2023-24;
 - 2.4 Any Annexures, Schedules or Addendums referred to in the abovementioned documents.
3. The Service Provider 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 Service Provider accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it under this Agreement.
5. The Service Provider 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

1

2

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 SAGA/25/2023-24 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 Service Provider's bid submission in response to Bid Ref. NRF/SARAO SAGA/25/2023-24;

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

DATE

WITNESSES

1

2

DATE:

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 and are referenced to the applicable line on the below schedule.</p>
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.	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: 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.
6.	Bid Price Calculation: Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.

BID PRICE SCHEDULE (SBD 3.3)
(Submit pricing in separate electronic folder)

No.	Item description	Quantity	Sub-total
1.	Supply & install HM785G VHF Base radio complete with accessories	100 devices	
2.	Supply & install HM785G VHF vehicle radio complete with accessories	150 devices	
3.	Supply & install PD785 VHF Portable radio complete with accessories	50 devices	
4.	Client Management representative	36 months	
5.	Network monitoring (Altron Nexus)	36 months	
6.	High mast rental Brandvlei & Electricity (Vodacom)	36 months	
7.	High mast rental Carnarvon & Electricity (Wildeperdeberg) (Sentech)	36 months	
8.	High mast rental Williston (MTN)	36 months	
9.	High mast rental Van Wyksvlei (Vodacom)	36 months	
10.	Van Wyksvlei Eskom electricity	36 months	
11.	MTN MPLS - Service Order TERACO CONNECT	36 months	
12.	MTN MPLS - Service Order BRANDVLEI	36 months	
13.	MTN MPLS - Service Order VANWYKSVLEI	36 months	
14.	MTN MPLS - Service Order WILDEPERDBERG	36 months	
15.	MTN MPLS - Service Order WLLISTON	36 months	
16.	Breakout costs to national network (Invoice for actual)	36 months	
17.	High site maintenance - Carnarvon, Brandvlei, Williston & Van Wyksvlei (Invoice for actual)	36 months	
18.	High site repair – Carnarvon, Brandvlei, Williston & Van Wyksvlei (Invoice for actual)	36 months	
19.	Repair end-user devices (Invoice for actual)	36 months	
20.	Handling fees (if applicable)	36 months	
		VAT (15%)	
Total Bid Price (incl. VAT)			

PART C – RETURNABLE SCHEDULES

INVITATION TO BID (SBD 1)						
Bid number		NRF/SARAO SAGA/25/2023-24				
Closing date and time		Friday, 29 September 2023 at 12.00PM				
SUMMARY OF BID REQUIREMENTS						
Provision of Trunk Radio Operations (Support Services) for a period of 3 Years and Supply of Trunk Radio End User Devices						
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	Tax Compliance		OR	Central Supplier Database	MAAA

Status	System PIN		No.	
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]				
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

BID SUBMISSION

1.	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. 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 (SBD7.1) 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 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,	YES / NO	
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below -		
	Full Name	Identity Number	Name of State Institution
2.2	Do you, or any person connected with the bidder, have a relationship with any person employed by the procuring entity?	YES / NO	
2.2.1	If so, furnish particulars:		
2.3	Does the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	YES / NO	

² 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.

2.3.1	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	
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	

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.

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:

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

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

<input type="checkbox"/> Partnership/Joint Venture / Consortium	<input type="checkbox"/> Personal Liability Company
<input type="checkbox"/> One-person business/sole propriety	<input type="checkbox"/> (Pty) Limited
<input type="checkbox"/> Close corporation	<input type="checkbox"/> Non-Profit Company
<input type="checkbox"/> Public Company	<input type="checkbox"/> 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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>.....</p> <p>DATE:</p> <p>.....</p> <p>ADDRESS:</p> <p>.....</p>
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BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SARAO in accordance with the 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 SARAO 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:

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