



SARAO
South African Radio
Astronomy Observatory

INVITATION TO BID

PROVISION OF SECURITY SERVICES AT THE SARAO OFFICE BUILDING IN OBSERVATORY, JOHANNESBURG FOR A PERIOD OF 3 YEARS

Bidder Name:		
Bid Number:	NRF/SARAO SJHB/18/2022-23	
Closing Date: Closing Time:	Friday, 8 July 2022 11.00 AM Note: Submissions received after 11.00AM will be NOT be accepted	
Compulsory Briefing Session:	A compulsory briefing session will be held as follows: Date: Friday, 17 June 2022 Time: 10.00AM Venue: The Auditorium, 18A Gill Street, Observatory, Johannesburg GPS Coordinates: 33° 56'21,933"S & 18° 28'53,5326"E	
Bid Submission:	Electronic submissions must be sent to tenders@sarao.ac.za Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. Bidders may use WeTransfer, Dropbox, Google Drive or similar file sharing applications to submit their bid submissions.	
Direct enquiries in writing to:		
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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

SARAO has a mandate to secure all premises from which it operates, in order to provide a secure, safe and healthy work environment for its employees and visitors to its premises.

The objective of this bid is to appoint an appropriately credentialled and experienced security services contractor to provide twenty-four (24) hour security services for the SARAO office building located at 18 A Gill Street, Observatory, Johannesburg. The contractor will be required to ensure the safety of the building and all persons present in it at all times, and to circumvent instances of burglary, theft, vandalism or threat of any nature. The space is approximately 35 500 square metres. This will also include the safety of contractors, tenants, public events including school learners and any ad hoc events that might take place.

The contract will be for a duration of three (3) years.

PART A – THE TENDER

DETAILED SERVICE SPECIFICATIONS

DETAILED SERVICE SPECIFICATIONS	
A	SECURITY AREA AND SECURITY HOURS
1.	The SARA0 Observatory Office Building is situated at 18A Gill Street, Observatory, Johannesburg (hereinafter referred to as ‘the Premises’). The space is approximately 35 500 square metres.
2.	The appointed security services provider (hereinafter referred to as ‘the Contractor’) will be required to ensure that the Premises is protected at all times during the contract, and protect the Premises and property contained therein against theft, vandalism and any loss or damage whatsoever, and protect life and prevent criminal activity of any kind.
3.	At all times, three (3) security officers must be deployed to guard the Premises, one (1) of which must be a Grade C officer, and two (2) Grade D officers. There must be at least one female security officer at every shift. This is required for instances of access control where body searches must be done. In such instances gender deployment is necessitated by the requirement that persons/ visitors may only be searched by an officer of their own gender.
4.	Shift Work Security officers may not work shifts longer than 12 hours per day.
5.	The shifts that the security officers are required to work are as follows: Monday - Saturday 06:00 to 18:00 - Day Shift 18:00 to 06:00 - Night Shift Sundays and Public Holidays 06:00 to 18:00 - Day Shift 18:00 to 06:00 - Night Shift
B	SECURITY PERSONNEL
1.	The Contractor’s security personnel must comprise of –

	<p>(a) Security Officers; and</p> <p>(b) Supervisors, for specific functions</p> <p>The number of security officers required on duty at the Premises at any given time is three (3), composed of -</p> <p>1 x Grade C officer</p> <p>2 x Grade D officers</p>
C	SECURITY OFFICERS' TASKS
1.	Provide access control at all entrances to the Premises
2.	Perform random searches of vehicles, or persons entering or exiting the Premises, and any weapons, dangerous or unusual items in the possession of such persons are to be reported to the SARAO Facilities Manager.
3.	Perform roving patrols of the Premises once every hour for the duration of a shift. This entails tagging of ten points or more strategically placed throughout the premises to ensure inspections are done hourly.
4.	In terms of Private Security Industry Regulatory Act 56 of 2001, security officers shall have the authority to arrest any person found committing an offence on the Premises or any part thereof.
5.	Security officers must be properly seated, standing or roving when on duty. The practice of leaning against buildings, or sitting or lying on the floor will not be accepted. Security officers may not eat or drink in view of the general public, or smoke whilst attending to SARAO officials or members of the general public. Security officers are required at all times make use of the available ablution facilities on the Premises. Urination and defecation in any other area - especially on the exterior of the Premises or alongside access roads used by the public, will not be permitted.
6.	Monthly report of incidents, as recorded in the incidents register, must be provided to SARAO once a month, on a date to be determined by SARAO. Should the predetermined date fall on a weekend day or public holiday, then the report must be submitted by the following Monday or first business day.
7.	In the case of occurrence of serious incidents, for example, attempted theft, theft, vandalism, an act of God; the security officer should report such incident immediately to the SARAO Facilities Manager, including the actions that were taken by the security officer preceding, during and following the incident.

8.	Security officers must be aware of, and study the Contractor's security procedure manuals.
9.	Security officers must be aware of, and study SARAO's emergency plans and procedures applicable to the Premises.
C	TOOLS AND EQUIPMENT FOR SECURITY STAFF
	The following equipment /materials are to be supplied to the security officer by the Contractor, at its own cost -
1	<p>At a minimum, the following service tools must be worn on by security officers at all times during guard duty –</p> <ul style="list-style-type: none"> (a) Baton (b) Handcuff (c) Whistle (d) Stationery i.e, pens and pocket book (e) Torch (at night) (f) Hand-held radio (g) Taser (h) Panic button (i) Mase
2	<p>Occurrence Book</p> <p>The purpose of the occurrence book is to give an overall picture of activities on the Premises, inspections by supervisors, and all other relevant occurrences at the Premises.</p> <p>The security officers on duty must make the following entries in the occurrence book -</p> <ul style="list-style-type: none"> (a) All listed routine procedures such as patrols undertaken, handing over of shifts - mentioning the procedures followed, by whom and the time of commencement. These entries must be legible, in blue or black ink. (b) All occurrences, however important, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken. (c) All security personnel activities, especially deviations in respect of the duty list, specifying particulars and relevant times.

- (d) The issue and/or receipt of keys, specifying the time and by whom they were received or delivered.
- (e) The locking or unlocking of doors or gates, specifying the time and by whom locked or unlocked.
- (f) The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
- (g) After the taking over of shifts, the first level supervisor shall make an entry declaring that he has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.
- (h) All visits by second level supervisors and SARAO top management must be recorded in red ink.

The Occurrence Book must be submitted to the SARAO Facilities Manager every working day, Monday – Friday at the Premises between the hours 08:00 to 09:00 for review.

Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side.

The Contractor must hand over all completed Occurrence Books to the Facilities Manager for record purposes.

3 Admission Control Registers/Forms (Where applicable)

The purpose of the admission control register is to have information available at all times, regarding persons and vehicles admitted to the Premises within a specific period, in case an occurrence, or occurrences, should take place which might lead to a judicial enquiry or other investigation.

All completed forms / registers must be handed to the Facilities Manager for safe keeping.

This register must be completed correctly and legibly by the security officer on duty and must include the following entries -

- (i) Date;
- (ii) Admission and exit times of the person and/or vehicle;
- (iii) Surname and initials of the person and/or details of the vehicle;
- (iv) Home or work address;

	<ul style="list-style-type: none"> (v) Identity/passport number; (the officers shall request an inspection of the original identity document or driver's license to confirm the authenticity of the details furnished) (vi) Purpose of visit; (vii) Brand, calibre and number of firearm in visitor's possession (if any); and (viii) Signature of visitor <p>All vehicles must be searched when entering or leaving the premises</p>
4	<p>Notebook</p> <p>The purpose of the notebook is to note down all incidents occurring or observations made by security officers during a turn of duty, for later reference.</p> <p>Requirement: During their turns of duty, all security personnel must have a notebook on their persons.</p> <p>All occurrences or events however important, slight or unusual, referring to the following information must be noted down in the notebooks:</p> <ul style="list-style-type: none"> (a) Reporting on and off duty; (b) Time of occurrence or event; (c) Extent of occurrence or event; (d) Relevant occurrence book serial number with due allowance; and (e) Follow-up actions taken in respect of occurrence or event. <p>Copying into Occurrence Book: All relevant information noted down in notebook must immediately or directly after return from a patrol be copied into the occurrence book.</p> <p>Storage of Notebooks: The Contractor must store fully completed notebooks for at least twelve months</p>
5	<p>Attendance Register for all Shifts</p> <p>The purpose of the attendance register is to have information available at all times regarding security officers reporting to duty.</p> <p>This register must be completed correctly and legibly by security officers on duty and shall make provision for the following:</p> <ul style="list-style-type: none"> (a) Date; (b) Name and surname; (c) Official Identity no.; (d) Time in; (e) Time out; and

	(f) Signature.
2	All equipment belonging to the Contractor and issued to security officers must comply with the requirements of the Occupational Health and Safety Act 85 of 1993.
D	GENERAL SERVICE REQUIREMENTS
1.	<p>Security services</p> <p>The Contractor is bound by the PSIRA Code of Conduct and norms and standards. The Contractor must ensure that its security officers deployed to the SARAO Premises abide by said PSIRA Code of Conduct and norms and standards.</p> <p>The Contractor must ensure that -</p> <ul style="list-style-type: none"> (a) Only security officers who are fully registered with PSIRA and who completed training in the Grade as recognized by PSIRA, and who have obtained a security clearance from SAPS, shall be employed under this contract. (b) Sufficient tools are provided to security officers to be effective in performing their tasks as detailed in this document. (c) The Contractor must keep detailed and up-to-date employee files of all security officers in its service that are deployed to the SARAO Premises. The employee files must be available for inspection by SARAO where required. The files must include at least the following: <ul style="list-style-type: none"> (i) Educational information; (ii) Professional registration certifications; (iii) Medical certificates; (iv) Security clearances. (d) Install a Honeywell 2D Laser scanner or equivalent, with the following specifications - <ul style="list-style-type: none"> (i) 8 Mega Pixel Camera (ii) Car & Drivers licence Scanner (iii) Covid-19 Safety Questionnaire – Completed by Security Officer (iv) Visitor verification (v) Track time spent on premises (vi) Efficient Information Retrieval (vii) Popia Compliant (viii) 24/7 Support (ix) Blacklist function available for specific vehicles or individuals

	<ul style="list-style-type: none"> (x) Eliminates falsified information on traditional visitor log books (xi) Free device and software maintenance – no hidden costs (xii) Easy to use cloud-based software to store all data and run reports <ul style="list-style-type: none"> (e) The Contractor must be registered with compensation fund in line with Compensation of Injuries and Disease Act 130 of 1993, this registration must remain valid for the duration of the contract, and proof submitted to the Facilities Manager upon request. (f) The Contractor must at all times ensure that security officers report to work for their shifts and remain on the Premises for the duration of their shifts. Where a security officer, for valid reasons, is unable to work the full duration of their shift, the Contractor must ensure that they are replaced by another officer of the same PSIRA Grade. (g) The Contractor shall at all times provide the necessary supervision on site. This shall include supervisors for specific functions. (h) The Contractor shall have detailed procedure manuals for all security functions, which must be available on the Premises at all times. (i) The procedure manuals must be submitted for the approval of SARAO at the start of the Contract. (j) Approval of the manuals will not absolve the Contractor from any of its obligations under the Contract. Should SARAO identify any deficiencies in the Procedure Manual subsequent to approval of such Manual, the Contractor will be required to amend the relevant portion of the Manual to the satisfaction of SARAO. (k) No information concerning SARAO activities may be furnished to the public or news media by the Contractor and/or its employees without the written permission of the delegated SARAO official.
2	<p>Conduct of Contractor and Contractor’s Employees</p> <ul style="list-style-type: none"> (a) The Contractor must ensure that its security officers refrain from littering the Premises and that they, at all times, keep the grounds and buildings occupied by them in a clean, hygienic and neat condition. (b) Under no circumstances may any security officer be allowed to carry on any trading activity on the Premises during their period of duty. (c) The Contractor may not erect or display any sign, printed matter, painting, name plates, advertisement, articles or objects of any nature whatsoever, in, or against the Premises or any part thereof without written consent from a duly authorised SARAO official. (d) The Contractor may not publicly display at any site, any article or object which might be regarded as objectionable or undesirable.

	<p>(e) Any sign, printed matter, painting, name plates, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The Contractor will be held responsible for the costs of such removal.</p> <p>(f) The equipment of the Contractor must be kept in a safe condition so as not to be a danger to staff, the public, the building which it is kept.</p> <p>(g) The reasonable comfort of and avoidance of disturbance to the staff on the Premises must be taken into consideration at all times (playing of music and radio or cell phones is prohibited).</p>
3	<p>Dress Code (Uniform and Identification)</p> <p>The Contractor must ensure that each security officer is properly uniformed at all times when on duty, particular regard being had to the time of day (day / night) and season (summer / winter). Security officers' uniform kit must include the following items -</p> <ul style="list-style-type: none"> (a) 1 x Bomber Jacket (b) 1 x Rain suit (c) 1 x Jersey (d) 2 x Shirts (e) 2 x Pants and/or 2 x Skirts for female guards (f) 2 x Pairs Socks (g) 1 x Pair Boots (h) 1 x Pair of Rank Insignia (i) 1 x Baton (j) 1 x Torch (k) A clear identification card with identification photo, PSIRA registration number, and staff number on it, to be worn conspicuously on the security officer's person at all times
4.	<p>Security Personnel</p> <ul style="list-style-type: none"> (a) The Contractor must provide security officers required for the successful rendering of the security services. (b) The security officers must be able to write, read and speak English adequately. SARAO will request the Contractor to replace any officer on site who does not satisfy these basic requirements. (c) The Contractor must ensure that the security officers in its service, specifically those

employed for the rendering of this service, meet the following requirements at all times –

(i) Security Officer

- Security officers must be educated to at least Standard six (6) /Grade Eight (8) Level;
- Security officers must be able to communicate, read and write in at least the English language;
- Security officers may not be younger than 18 years of age;
- ;
- Security officers must have basic firefighting training;
- Grade C security officers must have basic first aid training.

(ii) Supervisors

- Supervisors shall not be based on the SARAO Premises, but must make daily/routine visits to ensure security officers are performing their duties in accordance with the contract;
- Supervisors must be educated to at least Standard Eight/ Grade ten (10) level;
- Supervisors must have a good understanding of their post descriptions and duties;
- Supervisors must at all times be capable of leading/controlling and supervising their subordinates; and
- Supervisors must be able to communicate, read and write in English.
- Supervisors must ensure that the deployment sheets are completed correctly.
- Supervisors must ensure that all the security officers on duty adhere to their duties and code of conduct, including dress code.
- All areas of concern noted by Supervisors and reported to the SARAO Facilities Manager.
- Supervisors must maintain a good relationship with the Facilities Manager and provide feedback on an ongoing basis.
- Supervisors must familiarise new security officers with the Premises, including patrol routes, and instruct them on applicable policies and compliance requirements.
- Supervisors must respond to medical emergencies to provide first aid, CPR or a support as needed until medical personnel arrive.

(iii) Security Officers and Supervisors

- Supervisors and security officers must have undergone and passed formal security training and that standard must be maintained for the duration of the contract.
- At all times, supervisors and security officers must present an acceptable image/appearance which implies, inter alia, that they must not lounge about, smoke, eat or drink while attending to people.
- Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no arguments with visitors/staff or discourteous behaviour towards them.
- Supervisors and security officers must be physically and mentally healthy and medically fit for the execution of their duties.
- Supervisors and security officers must be registered with the Private Security Industry Regulatory Authority, as required by Act No. 56, 2001 and be appropriately trained.
- Supervisors and security officers must have no criminal records. Police clearance documents must be submitted for all security personnel prior to appointment.
- Supervisors and security officers are prohibited from reading or unnecessarily handling SARAO documents without permission.

(d) SARAO reserves the right to ascertain from the South African Police Services whether the Contractor's deployed security personnel possess record clearances, and to ascertain from the PSIRA whether the security personnel are registered with PSIRA.

(e) SARAO reserves the right to verbally request an immediate replacement should any security personnel fail to meet any of the requirements in this document, or perform up to the accepted standards.

(f) The exchange of any security personnel may only be done with the prior consent of the SARAO Facilities Manager.

(g) SARAO may require the removal or substitution of specific security personnel from its Premises, provided that valid reasons are given to the Contractor.

5. Duty List

(a) The purpose of the duty list is to serve as proof, at all times, that all security personnel that should be on duty per shift, are indeed on duty.

	<p>(b) Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the service provider and kept in the security control office where such service is rendered.</p> <p>(c) Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.</p>
6.	<p>Duty Sheet</p> <p>(a) The purpose of a duty sheet is to ensure that all security staff on duty are familiar with the duties required of them, as detailed in this document.</p> <p>(b) The Contractor must have a fully detailed duty sheet on the Premises at all times, and ensure that security officers are familiar with the duties required of them.</p>
7.	<p>Patrol Duties</p> <p>On duty security officers are required to -</p> <p>(a) Patrol the perimeters of the building, and premises on an hourly basis;</p> <p>(b) Check and report on the following aspects -</p> <ul style="list-style-type: none"> (i) External doors that are not locked after hours; (ii) External lights which are not illuminated during hours of darkness; (iii) Windows that are open or broken; (iv) Security of all storage areas; and (v) Vehicles which are left in parking areas overnight.
8.	<p>Inspection of Service</p> <p>(a) A thorough inspection of the service shall be performed by the SARAO Facilities Manager as well as the Contractor at least once every second month.</p> <p>(b) SARAO reserves the right to inspect the service rendered by the Contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.</p> <p>(c) SARAO reserves the right to check the service rendered by the Contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the SARAO Facilities Manager consider the standard of service objectionable, a formal written notification will be issued to the Contractor to rectify the objectionable situation to the standard required by the contract and specification as the case may be, at his/her own cost or charge.</p> <p>(d) SARAO reserves the right to require from the Contractor that any of his/her employees be replaced, in which case the employee(s) must leave the site forthwith. SARAO will not be</p>

	<p>held responsible for any damages or claims which may arise because of this and the Contractor indemnifies SARAO against any such claims and legal expenses</p> <p>(e) The SARAO Facilities Manager may, on a daily basis, check whether sufficient personnel are available at the site in accordance with the set terms and conditions.</p> <p>(f) All security personnel shortages must be recorded in the occurrence book</p>
9.	<p>Security Officer's Training</p> <p>(a) Deployed security officers must be trained to the standard set by PSIRA, by a training Centre accredited by PSIRA.</p> <p>(b) A copy of the training certificate in respect of each security officer must be handed to the SARAO Facilities Manager within seven (7) days after the commencement of the service.</p>
10.	<p>Contact with the SARAO representative</p> <p>(a) The Contractor's supervisor must immediately report any abnormal and/or noteworthy incident to the SARAO Facilities Manager who in turn will inform SARAO Top Management.</p> <p>(b) A meeting between SARAO and the Contractor must be held once a month. Minutes of the meeting will be kept by SARAO, and a copy furnished to the Contractor.</p> <p>(c) The Contractor shall furnish a monthly report of the security service incidents, etc. to the SARAO Facilities Manager.</p>
11.	<p>Lost articles</p> <p>(a) Lost articles are articles found at the Premises of which the ownership cannot immediately be established.</p> <p>(b) Lost articles must immediately be handed in at the building and administration officer's office on the site for safekeeping and recorded in the occurrence register.</p>
12.	<p>Deliveries</p> <p>Security personnel must not accept/receive any delivery for an official. . Should the delivery be urgent or a sensitive/valuable article this must be referred and/or arranged with the building and administration officer.</p>
13.	<p>Use of SARAO Equipment, Facilities</p> <p>(a) The Contractor may not, unless otherwise specified, make use of any SARAO equipment or property, including inter alia, vehicles, stationery, firearms, rooms unless specifically permitted to do so by a duly authorised SARAO official. Utilities such as water and electricity required for the rendering of the services, shall be provided free of charge by SARAO.</p>

	<p>(b) The Contractor shall ensure that SARAO property is not misused by its security personnel.</p> <p>(c) Should the Contractor's staff make use of ablution facilities on the Premises, these should be kept clean at all times.</p> <p>(d) All keys required to obtain access to those parts of the Premises where the service is to be rendered will be provided to the Contractor by SARAO.</p>
<p>14.</p>	<p>Labour unrest incidents</p> <p><i>Definition:</i> when the employees of SARAO on the Premises, or the Contractor's security personnel engage in lawful or unlawful industrial action such as strikes, boycotts, unrest and intimidation.</p> <p>Labour unrest on site -</p> <p>Contractor employees - The Contractor shall resolve the dispute with its employees, but will remain responsible for the safety and security of the Premises and the SARAO employees on the Premises.</p> <p>SARAO employees and property - The Contractor shall assist SARAO management to control SARAO personnel by immediately contacting relevant authorities e.g. SAPS, to ensure the safety of SARAO employees and property.</p>
<p>15.</p>	<p>Supervision and emergency assistance (armed response)</p> <p>The Contractor must have a well-established, (24) hour security control room within the boundaries of the City of Johannesburg.</p> <p>The Contractor must have the armed supervisor/ inspector immediately available within 10 minutes on a (24) hour basis to react in the event of emergencies.</p>

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 18 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 19** 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 PREFERENCE POINTS SCORING

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

- (i) **Price** – points are allocated for price in accordance with the formula as detailed in the Preference Claim Form (SBD 6.1);
- (ii) **B-BBEE** - points are allocated for B-BBEE as claimed in the SBD 6.1 Form, validated by a valid B-BBEE certificate, or sworn affidavit in the case of EMEs and QSEs.

See section below, Stage 3 – Price and B-BBEE Points Scoring on page 20.

BID EVALUATION CRITERIA

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

NOTE: All mandatory criteria need to be complied with to move on to the next stage of evaluation. All SBD returnable forms must be completed and signed by bidders. However, SARAO may apply the discretion to allow bidders to complete and/or sign returnable forms not completed and/or signed in the first instance, or to submit returnable documents not submitted in the first instance. Such returnable 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	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to be allocated B-BBEE points?	Yes/No	Page 49	
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed and signed the SBD 1 Invitation to Bid form?	Yes/No	Page 44-46	
SBD 3.3 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its pricing for the services offered?	Yes/No	Page 42-43	
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 responding to this bid?	Yes/No	Page 46-48	
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed and signed the SBD 6.1 form?	Yes/No	Page 49 – 51	
SBD 1 Form (Bid signature)	Mandatory	Has the bidder confirmed that its bid is validity	Yes/No	Page 53	

		submitted?			
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STAGE 2 – FUNCTIONALITY EVALUATION CRITERIA

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

Evaluation Criteria	Weight	Assessment Methodology	Assessment	BEC Verification
Proof of the bidder's registration with the Private Security Industry Regulatory Authority (PSIRA)	Mandatory	Is the PSIRA registration provided and valid?	Yes / No	
A letter of good standing from PSIRA (not older than 12 months for both the company and the owner) Letter of good standing from PRISA provided	Mandatory	Is the PSIRA letter of good standing valid?	Yes / No	
Company profile indicating bidder has at least Five (5) years' experience as a security services provider	Mandatory	Has the bidder been a security services provider for a period of at least 5 years?	Yes / No	
A letter of good standing for COIDA (Workmen's Compensation Fund) from Department of Labour not older than 12 months	Mandatory	Is the COIDA letter of good standing valid?	Yes / No	
Previous experience of bidder in providing Security Services Projects of a similar type, size and complexity to the current bid (at least 5 contracts). For this purpose, complete SCHEDULE A below	Mandatory	For each project provide the following - (i) Description of service provided; (ii) Role of the bidder; (iii) Project cost and duration; (iv) Contact number and email address of the client	Yes / No	

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES – PASS TO PRICING	NO – DISQUALIFIED
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STAGE 3 – PRICE AND B-BBEE POINTS SCORING

Bids which meet the minimum requirements in Stage 2, will be evaluated on price and B-BBEE status level (Stage 3) as follows -

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

Due Diligence during Bid Evaluation

1	In accordance with Bid Instruction No. 14 on page 14, during the evaluation of this bid, SARAO reserves the right carry out such due diligence on shortlisted bidders as it deems necessary, which due diligence may include requesting shortlisted bidders to submit reference letters from clients for whom similar services have been provided	Page 42 Reference Letter Template
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SCHEDULE A – LIST OF PREVIOUS PROJECTS

No.	Client Name	Nature of service	Contract Value	Period Contract	of	Contact Number (Office / Cell)	Email Address
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

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	A bidder requiring any clarification of the bid documents may direct the request for clarification in writing, to the SARAO representatives listed on the cover page of this bid document.
3.2	A response will be provided by SARAO in writing. The response (including an explanation of the query, but without identifying the source of the query) will be sent to all prospective, identifiable bidders.
3.3	The last date for the submission of requests for clarification shall be three (3) working days from the closing date of the tender.
4.	<u>Bid preparation costs</u>
4.1	Bidders will be responsible for all costs associated with the preparation and submissions 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 offers 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.
10.	<u>Clarification of bidder's tender offer after submission</u>
10.1	Bidders may be required by SARAO, to provide clarification of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
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 sealed envelopes, alternatively two electronic folders (if submissions are required to be electronic); the first envelope/folder shall contain the technical, and compliance response and the second shall contain only the pricing response.
11.3	Bidders must ensure that they do not include any pricing details in the first envelope/folder, as SARAO reserves the right to disqualify such bids.
11.4	Bidders are required to package their bid as follows: <ul style="list-style-type: none"> ● Envelope/ Folder 1: Compliance and Technical Response ● Envelope/ Folder 2: Pricing 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 a minimum of 7 days, or within such extended timeframe 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 bidders as it deems necessary, which due diligence may include requesting bidders to submit reference letters from clients for whom similar services have been provided.
14.2	Where reference letters are requested in terms of section 14.1 above, bidders must ensure that they are completed in the template provided in this bid document, or in the same format on a client's letterhead.
14.3	Reference letters submitted must, at a minimum, indicate that the bidder "meets requirements" for each performance indicator stipulated on the reference letter.
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 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 B-BBEE status level, 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.
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 new contract terms and conditions not included in the GCC.

1	Definitions
<i>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.</i>	
Substitute Clause 1.20 with the following:	
1.20	“Client Premises” means the sites, primary location of work and or premises of the Client where the Services will be rendered by the Contractor in terms of this Agreement, as described in the Bid Document.
Substitute Clause 1.21 with the following:	
1.21	“Client” means the purchaser being the South African Radio Astronomy Observatory (SARAO), a business unit of the NRF.
Substitute Clause 1.24 with the following:	
1.24	“Services” means the security services rendered by the Contractor to the Client at the Client’s Premises, as agreed herein, utilizing the Contractor’s personnel and equipment.
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 Contractor’s bid and price submission in response to Bid Ref: NRF/SARAO SJHB/18/2022-23; 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 Client on Friday, 10 June 2022, with Reference Number, NRF/SARAO SJHB/18/2022-23.
1.30	“Commencement Date” means the date of last signature of this Agreement between the Parties.
1.31	“Contractor” means the supplier or service provider being the provider of the services, with whom the 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 Schedule C of the Public Finance Management Act 1 of 1999.
1.35	"The Contract Period" means the three (3) year duration of the Agreement from the Commencement Date.
1.35	"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.
1.36	"Third Party" means any person or party which is not a Party to this Agreement.
1.37	"PSIRA" means Private Security Industry Regulatory Authority.
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 duration of the Contract Period, unless terminated by either Party in accordance with Clauses 22A, 23, 23A, 23B and 25 below.
3A	The Contractor's Obligations
3A.1	The Contractor agrees, undertakes, covenants and warrants (all where applicable) to, <i>inter alia</i> -
3A1.1	provide uniformed and properly equipped Personnel;
3A1.2	provide, after reasonable and diligent vetting and enquiries, qualified Personnel who have successfully undergone and passed required training courses;
3A1.3	perform the Services in accordance with the service specifications as detailed in the Bid Document, and in accordance with the Agreement and good industry practice applicable from time to time;
3A1.4	subject to Clauses 22A, 23, 23A, 23B and 25, it will complete and deliver the Services within the Contract Period;
3A1.5	fully co-operate with and give every reasonable assistance to the Client to enable any claim which may be threatened, made or brought against the Client arising out of this Agreement to be investigated;
3A1.6	comply with all reasonable and lawful instructions from the Client, within the scope of the services;
3A1.7	impose any penalty for delay as due by the Contractor under Clause 22 by it issuing a credit note to the Client. The Contractor hereby consents to such amounts being deducted from any payment to the Contractor by the Contractor issuing a credit note against an affected invoice. Any delay by the Contractor in issuing a credit note within the time period agreed to by both Parties, shall result in the Client deducting the amount from any amounts due to the Contractor. For the avoidance of doubt, should the Contractor'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 Contractor set out in Clause 22 and for no other matter under or in connection with this Agreement.
3A1.8	put into effect and maintain insurance of, as a minimum -
3A1.8.1	general public liability insurance cover of at least the value of the contract, for a single calendar year.
3B	The Client's Obligations
3B.1	The Client agrees, undertakes, covenants and warrants (all where applicable) that, <i>inter alia</i> -

3B1.1	It will perform the its obligations in terms of this Agreement in accordance with the service specifications detailed in the Bid Document;
3B1.2	it will allow the Contractor and its Personnel reasonable access to the Client's Premises and such facilities, as required by the Contractor, to ensure the Contractor fulfils its obligations in terms of this Agreement, and shall allow the Contractor and its Personnel to interview and take statements from the Client and its Personnel, by prior arrangement and on prior written notice to the Client;
3B1.3	it will advise the Contractor of any change to its processes or circumstances which are relevant to the provision of the Services by the Contractor in writing immediately once it becomes aware of such change. The aforesaid includes current and future circumstances which, given the Client's knowledge of the Services, may make the performance of such Services by the Contractor and its Personnel more difficult or dangerous;
3B1.4	the Services provided in terms of this Agreement are not risk free and are complimentary to, and not an alternative to insurance cover, and it is therefore incumbent upon the Client to adequately insure the Client Premises, its business, property and assets;
3B1.5	it will fully co-operate with and give every reasonable assistance to the Contractor to enable any claim which may be threatened, made or brought against the Contractor arising out of this Agreement to be investigated;
3B1.6	It may arrange meetings with the Contractor, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;
3B1.7	It will evaluate the Contractor's performance on the contract, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.8	It will make payment to the Contractor for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Contractor, paid free from set-off, deduction or arbitrary withholding;
3B1.9	it will notify the Contractor of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Contractor's Personnel in connection with the Services as soon as reasonably possible after the Client becomes aware of the same.
3C	Primary location of work
3C.1	The Services will be provided at the Client's Premises.
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:	
11.1	Without limiting the obligations of the Contractor in terms of this contract, the Contractor shall effect and maintain the following additional insurances:
11.1.1	Negligent advice (errors and omissions) and general public liability insurance to the value of at least the value of the contract;
11.1.2	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 licenced compensation insurer, from either the Contractor's broker or the insurance company itself.
11.1.3	The Contractor shall be obliged to furnish the Client with proof of such insurance as the Client 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 Contractor's invoices must meet the following minimum requirements:			
16.5.1	reference the purchase order number as issued to the Contractor by the Client;			
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 Client's authorised representative, confirming performance/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 rates quoted by the Contractor must be firm. There will be no price adjustment for this Contract.			
17.3	Only statutory increases in the minimum basic wages prescribed by PSIRA, and/or VAT will be considered.			
17.4	During the course of this Agreement, should there be any change in the wage scales of Contractor's Personnel as a result of a statutory minimum wage determination, the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the Client.			
17.5	The Contractor shall submit, together with its claim, an extract from the Gazette which clearly details the date that the wages were increased as well as an extract of the minimum wage table with the new wages for the various areas as documentary proof of the price adjustment and the effect thereof on the Agreement, to the satisfaction of the Client.			
17.6	Claims for wage increases shall be submitted to the Client as soon as possible but not later than thirty (30) days after the implementation date. If the claim is received more than thirty (30) days later, the prices will be dated on the date which the claim was proved to the satisfaction of the Client.			
21	Delays in Contractor's Performance			
21.6	Clause 21.6 in its entirety shall not be applicable to this Agreement.			
22	Penalties			
Substitute Clause 22.1 in its entirety with the following:				
22.1	Subject to Clause 25 and excluding any act or omission of the Client or Third Party(ies) that cause or contribute to a failure of Services, if the Contractor fails to perform any or all of the Services within the period(s) specified in the Agreement, the Client shall, without prejudice to its other remedies under the Agreement, apply the following penalties –			
	Performance being Measured	Measurement Methodology	Penalty Trigger	Penalty

	Provision of uninterrupted Services, as stipulated in this Bid Document, for the Contract Period.	Deployment of Services at identified security deployment points per 12-hour shift on a 24/7 basis per required complement to the SARAO Office Building located in Observatory, Johannesburg	For reasons directly attributable to Contractor and/or the Contractor's Personnel, which reasons are not related to emergency ¹ , any of the designated Client's Premises are left unguarded and without the full complement of security guards required in terms of this Agreement.	Unguarded premises or incomplete security complement - > 1 hour – R500 per hour > 12 hours – R1000 per hour => 24 hours – R12 000 per day, and the Client shall send a formal written notice to the Contractor to remedy the default with immediate effect, failing which Clause 23 of this Agreement will be invoked.
	Contract Cost	Both Parties jointly check that Services are within proposed budget.	There are unbudgeted cost overruns	Costs outside the scope of the services or which have not been approved by the Client will be for the account of the Contractor.
22A	Breach of Contract			
<i>Insert a new clause numbered Clause 22A, as follows:</i>				
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 Contractor's Personnel misbehaving in any manner which is not acceptable to the Client, such misbehaviour shall not constitute a breach of this Agreement and the Contractor undertakes, subject to a written request from the Client detailing proper and due reasons, to remove such personnel from the Client's Premises, provided that such behaviour or acts of the Contractor's Personnel are not in direct contravention of any obligation placed on the Contractor in terms of this Agreement.			
23	Termination for Default			
<i>Substitute Clause 23.1 in its entirety with the following:</i>				
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;			

¹ Within the context of this bid, an emergency means a situation requiring immediate action in order to prevent a dangerous or perilous condition or risky situation, or misery or defect, provided that the situation was unforeseen, e.g., the possibility of human injury or death

23.1.2	is unable to pay its debts or 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 after the expiry of the Contract Period
23A.1	The Agreement shall automatically terminate after the expiry of the Contract Period.
23B	Termination by Agreement
23B.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, 23A and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.
23B.2	The Party intending to terminate the Agreement as envisaged in Clause 23B.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, or 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 Client in writing, the Contractor 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 Client and NRF (hereinafter individually and or collectively referred to as "the Client") acknowledge that: -
28.1.1	the function of the Services provided by the Contractor is to minimise, and not eliminate or prevent, the risk of Loss to property or person. The Contractor 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 Contractor's personnel will be able to eliminate any such Loss;
28.1.2	the Contractor shall be liable to the Client for Loss (from whatsoever cause arising and whether delictual or contractual) sustained by the Client only if such Loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Contractor or its Personnel, and any liability which the Contractor does incur to the Client 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 Client from the Contractor 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 Contractor 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 Client or the Client's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, by collusion or otherwise, in any claim, the Contractor's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;
28.1.5	the Contractor and the Contractor's Personnel shall not be liable to the Client or the Client'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 Contractor within seven (7) days of the discovery by the Client or the Client's Personnel of the Loss alleged to give rise to any such claim;
28.1.6	the Services are rendered to the Client in respect of the Client Premises and the assets of the Client, or the assets of Third Parties held on their behalf by the Client only and do not extend to any portion of the Client 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 Contractor performs a risk analysis of the Client Premises, property or person and recommends or suggests preventative measures to the Client to address such risks ("risk analysis") or the Contractor provides a written copy of the risk analysis to the Client within a reasonable period after finalizing the risk analysis then neither the Contractor nor the Contractor's Personnel shall be liable to the Client, the Client'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 Contractor 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 Client 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 – after it has been sent
Add the following clauses after clause 34 -	
35	Whole Agreement
35.1	The Agreement between the Parties shall inter alia comprise of the following documents –
35.1.1	the Bid Document;
35.1.2	these Special Conditions of Contract;
35.1.3	the Contractor’s bid submission in response to Bid Ref: NRF/SARAO SJHB/18/2022-23;
35.1.4	the Contractor’s bid price submission in response to Bid Ref: NRF/SARAO SJHB/18/2022-23.
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 Contractor’s personnel performing work at the Client’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 Contractor will be required to comply with all relevant health and safety written instructions given to them by the Client’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 Contractor’s Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Client Premises.
36.3	The Contractor, 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 Contractor must perform all work and use equipment on site in compliance with the provisions of the Act.
36.4	Where applicable, the Contractor must submit its Letter of Good Standing in terms of the COID Act to the Client, and must ensure that it remains valid for the Contract Period.
36.5	Where applicable, the Contractor must maintain a health and safety plan complying with the requirements of the Act at the Client Premises during the period that the Services are rendered at the Client’s Premises.
36.6	The Client will manage the Contractor in its capacity to execute this Agreement to meet the provisions of the Act and the Regulations promulgated in terms thereof. The Contractor shall accept liability for any contraventions of the Act. Each member of the Contractor’s team (including Personnel), must submit a signed indemnity form prior to entering the Client’s Premises, which must be kept in the appointed bidder’s health and safety file.
35.7	Covid Protocols
36.7.1	All COVID-19 protocols required at the Client’s Premises must be observed by the Contractor.

36.7.2	In accordance with the SARAO Employees and Visitors Access Control Procedure dated 22 April 2022, the protocols for visitors to any SARAO premises are as follows –
36.7.2.1	Short-stay visitors, meaning persons visiting any SARAO Premises for less than one day, will be required to produce a Covid vaccination certificate before entry to the Premises, and if not vaccinated, a negative Covid Rapid ANTIGEN test result not older than 48 hours.
36.7.2.2	Short-stay visitors making deliveries will not be required to produce vaccination certificates or a Covid Rapid ANTIGEN test result, but they will not be allowed to proceed into the office. They will leave the delivery at the security desk.
35.7.2.3	Long-stay visitors, meaning persons visiting SARAO Premises for consecutive days, will be required to produce a Covid vaccination certificate before entry to the Premises, and if not vaccinated, a negative Covid Rapid ANTIGEN test result not older than 48 hours.
35.8	International Visitors
35.8.1	International visitors are required by the South African Government to produce a Covid vaccination certificate or a negative Rapid ANTIGEN test result in order to be admitted into the country.
35.8.2	Long-stay international visitors will be required to produce their Covid vaccination certificate or a negative Covid Rapid ANTIGEN test not older than 48 hours, prior to being admitted access to any SARAO Premises.

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.
GCC 2	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.
GCC 6	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.

GCC1 3	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.
GCC1 4	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.
GCC1 5	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.
GCC1 6	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
GCC1 7	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.
GCC1 8	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.
GCC1 9	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.
GCC2 0	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
GCC2 1	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.
GCC2 2	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.
GCC2 3	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	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser.</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC2 4	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.
GCC2 5	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.
GCC2 6	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.
GCC2 7	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	<p>Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2 the purchaser shall pay the supplier any monies due the supplier.</p>
GCC2 8	Limitation of liability

28.1	<p>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC2 9	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.
GCC3 0	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC3 1	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.
GCC3 2	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.
GCC3 3	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.
GCC3 4	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

PART B.1 – PRICING

PRICING INSTRUCTIONS

1.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	Completion of Pricing Schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.
3.	Applicability of Quoted Prices: All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.
4.	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.
7.	Submission of Pricing: Bidders must submit their pricing proposals in a password protected, unzipped electronic folder. The password must be emailed to tenders@sarao.ac.za . The pricing folder must be clearly labelled as such.

BID PRICE SCHEDULE (SBD 3.3)

(Submit pricing in separate electronic folder)

NO	DESCRIPTION SERVICES/GOODS REQUIRED	OF	UNIT MEASURE	OF	UNIT PRICE	TOTAL PRICE
Year 1						
1	GRADE C OFFICER X 1 GRADE D OFFICER X 2 DAY SHIFT		Per guard for 365 shifts			
2	GRADE C OFFICER X 1 GRADE D OFFICER X 2 NIGHT SHIFT		Per guard for 365 shifts			
3	ARMED RESPONSE		Monthly			
4	HONEYWELL OR EQUIVALENT LASER SCANNER INCLUDING SOFTWARE AND LICENSE TO 36 MONTHS, WITH 20 TAGS		ONCE OFF OUT RIGHT PURCHASE			
5	FIRST LEVEL SUPERVISOR		Monthly			
6	SECOND LEVEL SUPERVISOR		Monthly			
Year 2						
7	GRADE C OFFICER X 1 GRADE D OFFICER X 2 DAY SHIFT		Per guard for 365 shifts			
8	GRADE C OFFICER X 1 GRADE D OFFICER X 2 NIGHT SHIFT		Per guard for 365 shifts			
9	ARMED RESPONSE		Monthly			
10	FIRST LEVEL SUPERVISOR		Monthly			
11	SECOND LEVEL SUPERVISOR		Monthly			
Year 3						
12	GRADE C OFFICER X 1 GRADE D OFFICER X 2 DAY SHIFT		Per guard for 365 shifts			
13	GRADE C OFFICER X 1 GRADE D OFFICER X 2 NIGHT SHIFT		Per guard for 365 shifts			
14	ARMED RESPONSE		Monthly			

15	FIRST LEVEL SUPERVISOR	Monthly		
16	SECOND LEVEL SUPERVISOR	Monthly		
Total Cost is determined by multiplying quantity by unit price for all line items				
TOTAL CONTRACT VALUE OF ABOVE				R
VAT (15%)				R
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)				R

PART C – RETURNABLE SCHEDULES

INVITATION TO BID (SBD 1)			
Bid number		NRF/SARAO SJHB/18/2022-23	
Closing date and time		Friday, 8 July 2022 at 11.00AM	
SUMMARY OF BID REQUIREMENTS			
PROVISION OF SECURITY SERVICES AT THE SARAO OFFICE BUILDING IN OBSERVATORY, JOHANNESBURG FOR A PERIOD OF 3 YEARS			
Two envelope system		Yes	
Price validity period from date of closure		Ninety (90) days	
SUPPLIER INFORMATION			
Name of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			
VAT Registration Number			

Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA										
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <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]										
<table border="1"> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> </table> <p>If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).</p>						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
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														
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, employed by the State?	YES	NO /
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below -		
	Full Name	Identity Number	Name of State Institution

² 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.

2.2	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
2.3.1	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 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.

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 MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Date

.....

Signature

.....

Position

.....

Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIM FORM

1 General conditions

- 1.1 The following preference point systems are applicable to all bids:
- 1.1.1 The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- 1.1.2 The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)
- 1.1.3 The maximum points for this bid are allocated as follows:

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

- 1.2 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.3 The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.
- 1.4 A maximum of 80 or 90 points is allocated for price on the following basis:

80/20:	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10:	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

- 1.5 Points awarded for B-BBEE status level of contributor
- 1.5.1 Preference points will be awarded to a bidder for B-BBEE status level of contribution in accordance with the table below:

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

2 Bid declaration

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

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

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

3 Sub-contracting

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

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

3.2 If yes, indicate:

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

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

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

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

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

3.4 Specify, by ticking the appropriate box, if subcontracting to any one of the designated groups below:

Designated Group: An EME or QSE which is at last 51% owned by:	EME√	QSE√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

4 Declaration with regard to company/firm

4.1 Name of company/firm:

4.2 VAT registration number:

4.3 Company registration number:.....

4.4 Type of company/ firm (Tick applicable box)

TYPE	Tick applicable box
Partnership/Joint Venture /Consortium	
One person business/sole proprietor	
Close corporation	
Company	
(Pty) Limited	

4.5 Describe principal business activities

.....

4.6 Company classification (Tick applicable box)

TYPE	Tick applicable box
Manufacturer	
Supplier	
Professional service provider	
Other service providers, e.g. transporter, etc.	

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

5 Bidder declaration

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

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

SIGNATURE

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

REFERENCE LETTER TEMPLATE

Referee Legal Name:

Company:

Bid Number:

NRF/SARAO SJHB/18/2022-23

Bid Description: Provision of Security Services at the SARAO Office Building in Observatory, Johannesburg for a period of 3 Years

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism in dealing with service provider; was service provider helpful, always available to assist			
Supervision of the security team			
Sensitivity and flexibility of the security team to the client			
Armed response availability / effectiveness			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

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:

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