

INVITATION TO BID

**Provision of Air Charter Services for SARAO from Cape Town/
Johannesburg to the Northern Cape SARAO Site for a period of Three (3)
Years**

Bidder Name:	
Bid Number:	NRF/SARAO SAIR/51/2023-24
Closing Date:	30 January 2024
Closing Time:	12.00PM
Bid Submission:	<p>Electronic submissions must be sent to tenders@sarao.ac.za</p> <p>Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response.</p> <p>Technical submissions should preferably be in searchable format (PDF or Word).</p> <p>Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.</p> <p>Bidders may use WeTransfer, Dropbox, Google Drive or similar file sharing applications to submit their bid submissions.</p>

Direct enquiries in writing to:

	Procedural Enquiries:	Technical Enquiries:
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Email address	rrabuma@sarao.ac.za	cgumede@sarao.ac.za

**THE NRF/SARAO WOULD NEVER OFFER PAYMENT OR ANY OTHER
CONSIDERATION IN RETURN FOR THE FAVOURABLE CONSIDERATION OF A
BID. PLEASE REPORT ANY SUSPECTED ACTS OF FRAUD OR CORRUPTION TO
THE FOLLOWING TOLL-FREE NUMBER - 0800 701 701 OR SMS 39772**

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INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO SARAO

The South African Radio Astronomy Observatory (SARAO), a facility of the National Research Foundation, is responsible for managing all radio astronomy initiatives and facilities in South Africa, including the MeerKAT Radio Telescope in the Karoo, and the Geodesy and Very Long Baseline Interferometry (VLBI) activities at the HartRAO facility. SARAO coordinates the African VLBI Network (AVN) for the eight SKA partner countries in Africa and South Africa’s contribution to the infrastructure and engineering planning for the Square Kilometre Array (SKA) Radio Telescope.

To maximise the return on South Africa’s investment in radio astronomy, SARAO is leading South Africa’s involvement in the SKA on behalf of the Department of Science & Innovation.

Information about the project is available from www.sarao.ac.za. Information about the international SKA project is available from www.skao.int.

BACKGROUND TO THE MEERKAT INSTRUMENT AT CARNARVON

The MeerKAT System is the South African SKA precursor and will form part of the core of the SKA Mid-frequency telescope. It is situated approximately 80km from the small town of Carnarvon, Northern Cape Province. MeerKAT is located in the Radio Astronomy Reserve which is protected by the South African Astronomy Geographic Advantage Act (Act 21 of 2007).

The Radio Astronomy Reserve covers an area of 12.5 million hectares with strict regulations controlling the generation and transmission of interfering radio signal in the reserve and the area around it.

The MeerKAT Array Site is where the MeerKAT Antennas are constructed and is approximately 10km from the Losberg Site Complex. The Losberg Site Complex consists of various buildings for Accommodation, Infrastructure Services and Telescope Construction, Support and Maintenance.

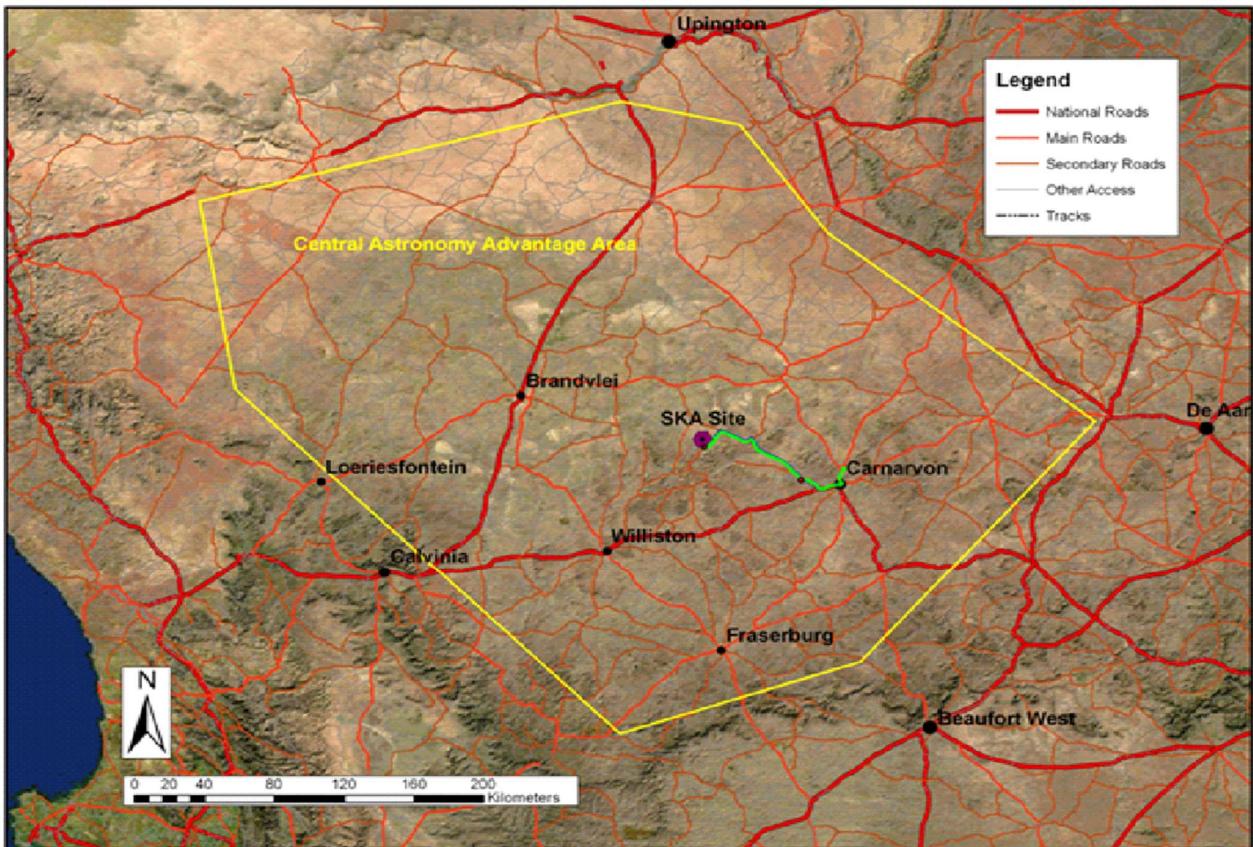


Figure 1 - Radio Astronomy Reserve, Northern Cape

As part of the MeerKAT Infrastructure an all-weather surface, day operations, **Karoo Radio Observatory Airfield** (KROA) has been constructed close to the Losberg Site Complex which is to be used for air charter services to the Karoo Astronomy Reserve. The airfield is registered with the SACAA as the 'Square Kilometre Array South Africa' with registration number VR041. The alternative landing strip is at Carnarvon airport in case it is requested or due to the weather conditions.

The Klerefontein Support Base is located at Klerefontein approximately 12km from Carnarvon. The Klerefontein Support Base is the main SKA Karoo Astronomy Reserve offices complex and is utilised for Operations, Maintenance and Support of the MeerKAT System.

PART A – THE TENDER

CONTEXT OF THE PROCUREMENT NEED

SARAO requires a safe, reliable, flexible and cost-effective air charter service to transport its staff, and small light cargo from Cape Town and Gauteng to the Karoo Astronomy Reserve.

SARAO intends to contract a first-rate air charter company to provide services based on the requirements of this document, and Annexure A (Document number: SSA0000-0000V1-01 RS Rev 3), for a period of 3 years.

SCOPE OF WORK

Up to 52 flights (one flight per week on Wednesdays)	Cape Town CPT International - Karoo Radio Observatory Airstrip - Return Optional stop at Carnarvon Airport
Up to 8 flights (per year)	Cape Town CPT International - Calvinia airstrip - Return
Up to 26 flights (one flight every second week)	Gauteng Lanseria Airport - Karoo Radio Observatory airstrip - Return

Once concluded, the contract will need to meet SARAO's operational needs for an air charter service, while ensuring the safety of its personnel, reliability and availability of services at the best price and a one-stop-solution.

The flight from The CPT International to the Karoo Radio Observatory Airstrip is required every week on a Wednesday. The service provider will be notified of any cancellations in 2 days before departure.

APPLICABLE DOCUMENTS

- [1] **Air Charter Scope of Services**, SSA0000-0000V1-01 RS Rev 3
- [2] **Airstrip General Layout**
Aurecon, Document 126/RDS/AS/01 Rev 3
- [3] **Airstrip Typical Section**
Aurecon, Document 126/RDS/AS/02 Rev 4
- [4] **Airstrip Runway Long Section**
Aurecon, Document 126/RDS/AS/03 Rev 6
- [5] **Airstrip Obstacle Limitation Surfaces**
Aurecon, Document 126/RDS/AS/04 Rev B
- [6] **Airstrip OLS General Layout**
Aurecon, Document 126/RDS/AS/05 Rev

PRESCRIBED AIRCRAFT APPROACHES/DEPARTURES TO/FROM THE KAROO RADIO OBSERVATORY AIRFIELD

Extracted from the Air Charter Scope of Services Requirement Specification
Document Number - SSA0000-0000V1-01 RS Rev 3

1 OVERVIEW

The SARAO radio telescope site is a radio sensitive area.

Aircraft emissions disturb telescope operations and destroy expensive receiver equipment.

2 SAFETY OF LIFE

To protect the SARAO telescope and operations the following procedures are provided, however safety of life takes precedence over any procedure documented here.

3 INSTRUCTIONS TO PASSENGERS

No electronic equipment permitted on Site without an SARAO RFI control permit.

No cell phones (including flight mode), smart watches, cameras, tablets, laptops, radios etc.

4 AIRCRAFT TRANSPONDERS / DME

Pilots shall switch off DME and Transponders within a distance of 20NM from site.
 Where possible weather radar shall remain off within a distance of 20NM from site.
 Where installed, onboard WIFI should be switched off within a distance of 20NM from site.

5 APPROACH AND DEPARTURE WAYPOINTS

No flying directly overhead any Antenna/receptors.

The approach and departure waypoints below are to be used for all flights.

A single 'approach point' for either direction (15/33) is to be used by both CPT and JHB flights. The approach point for one end is also the 'departure point' for the other end of the runway.

Waypoint	Description	Latitude		Longitude	
		Lat (DMS)	Lat (DM.m)	Long (DMS)	Long (DM.m)
SKA15	Approach to RWY 15	30°39'16"S	30°39.27"S	21°22'06"E	21°22.10"E
SKA15F	0.5NM final RWY 15	30°40'58"S	30°40.97"S	21°26'30"E	21°26.50"E
VR041	Runway (Apron)	30°41'38"S	30°41.63"S	21°27'40"E	21°27.67"E
SKA33F	0.5NM final for RWY 33	30°41'58"S	30°41.97"S	21°28'16"E	21°28.27"E
SKA33	Approach to RWY 33	30°47'02"S	30°47.03 S	21°32'52"E	21°32.87"E

6 COMMUNICATIONS TO TELESCOPE OPERATIONS

Prior to departure to/from site, pilots shall radio or telephone Operations (on 021 5067310) to state:

1. Intended departure/arrival time
2. Intended departure/arrival runway.

Prescribed Aircraft Approaches/Departures To/From the Karoo Radio Observatory Airfield



BID SELECTION PROCESS

STAGE 1 - 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 as listed in the section on pages 12-13.

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 functionality criteria outlined on pages 13-33.

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

STAGE 3 - PRICE AND SPECIFIC GOALS SCORE SYSTEM

Bid price proposals are compared on an equal and fair basis, considering all aspects of the bid pricing requirements. Qualifying bids are ranked on price with preference points for the specific social goals added to the price ranking in the following manner:

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

BID EVALUATION CRITERIA

STAGE 1 - RETURNABLE DOCUMENTS AND SCHEDULES

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

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

Document description	Weight (Mandatory/Optional)	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Document Reference
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed the SBD 1 form?	Yes / No	Page 62-64
SBD 3.1 Form (Pricing Schedule) – submitted in a	Mandatory	Has the bidder submitted its price offer for the services offered?	Yes / No	Page 58-59

separate electronic folder				
SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed the SBD 4 form? Has the bidder made any disclosure which would preclude it from responding to this bid?	Yes / No	Page 65-67
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed the SBD 6.1 form?	Yes / No	Page 68-71
BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs	Optional	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim points for specific goals as defined in the PPPFA Regulations 2022? Where no B-BBEE certificate or sworn affidavit has been submitted, 0 points will be allocated for specific goals	Yes / No	Page 68-71
SBD 7.2 Form (Contract Form)	Mandatory	Has the bidder completed the SBD 7.1 form (PART 1)? Has the bidder undertaken to supply the goods described in this bid document, at the price/s quoted, and that their offer shall remain binding on them and open for acceptance by SARAO during the bid validity period?	Yes / No	Page 60-61

STAGE 2 – TECHNICAL EVALUATION CRITERIA

CAPABILITY AND CAPACITY TO EXECUTE THE CONTRACT

- 1 The technical requirements (REQ 1 to REQ 66) listed in the table below, must be completed by bidders, along with supporting documentation, where requested
- 2 The Three (3) written references with contact details as per REQ 3, are to be provided in the reference format specified in this bid document. The form is for those customers for whom the bidder has completed work within the last twenty-four months and/or current work in progress. The customers are to complete the form on their company letterhead.

TECHINICAL REQUIREMENTS

The technical requirements for this tender have been structured into several categories, see the compliance matrix on pages 13-32 below.

Each requirement is uniquely identified, i.e. REQ01 with a Description and Type.

Bidders are to take note of the “Type” of requirement as follows: -

“Mandatory” Bidders must meet all the mandatory requirements as a prerequisite to qualify to be evaluated further in Stage 3 of the evaluation process

“Preferable” Bidders may provide these requirements at an additional cost which may or not be opted into by SARAO

“Optional” Bidders may provide this, but at no additional cost.

Bidders are requested to provide a Compliance Statement for each requirement in the Compliance Matrix, as follows;

- C** Meaning full compliance to the requirement, with remarks, if required, in the Compliance Remarks column.
- P** Meaning partial compliance to the requirement, with explanatory information provided in the Compliance Remarks column.
- N** Meaning no compliance to the requirement, with remarks if required in the Compliance Remarks column.
- N/A** Meaning that the specific requirement is considered not applicable to the service offered by the Bidder.

COMPLIANCE MATRIX

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
SERVICE PROVIDER COMPANY & AIRCRAFT INFORMATION REQUIREMENTS						
REQ 1	Service Provider Detail: Provide company name and registration number	Bidder must be a validly registered company	Mandatory			
REQ 2	Service Provider Operating Licence: Provide details of Company Operating Licence	Bidder must be licensed to operate as an air charter service	Mandatory			
REQ 3	Service Provider Track Record: Provide details of Company History and Client List	Provide company profile and at least three written references which indicate bidder's ability to execute this contract	Mandatory			
REQ 4	Service Provider Point of Contact: Provide details of single point of contact for the contract	Bidder must provide a single point of contact for this contract	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 5	<p>Fleet Identification:</p> <p>How many and what aircraft are currently in operation with the Service Provider, even if not applicable to the service required by SARAO. For each aircraft type, identify whether it may be used for SARAO service to site</p> <p>Note: <u>due to the sensitive nature of the radio telescope, no aircraft with spark ignition piston engines will be considered for SARAO site service</u></p>	Provide supporting documentation listing number and type of aircraft in operation by the bidder	Mandatory			
REQ 6	<p>Aircraft Age:</p> <p>Provide the ages of Aircraft considered for utilisation for services required by SARAO</p>	Provide supporting documentation indicating the age of aircraft to be utilised by the bidder for this contract	Mandatory			
REQ 7	<p>Aircraft Ownership:</p> <p>Provide a statement regarding ownership of Aircraft considered for utilisation for services required by SARAO. Also, state owner permissions for services required</p>	Provide statement on ownership, or proof of owner permissions	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	by SARAO should it be applicable					
REQ 8	Aircraft Maintenance: Provide details of Aircraft maintenance for Aircraft considered for utilisation for services required by SARAO. (In-house or outsourced)	Provide approved maintenance programme as required by Part 135.09.01 of the Civil Aviation Regulations, 2011	Mandatory			
REQ 9	Aircraft Security: Provide details of Aircraft Security at Fixed Based Operation (FBO)	Provide evidence of aircraft security	Mandatory			
REQ 10	Crew Qualifications: Provide details of qualifications, certifications & experience of Flight Crew considered for utilisation for services required by SARAO	Provide certified copies of qualifications, certifications & experience of flight crew to be utilised under this contract	Mandatory			
REQ 11	Crew Training: Provide details of Flight Crew recurrent training	Provide evidence of flight crew training history	Mandatory			
REQ 12	Service Provider Certifications/ Accreditations:	Provide evidence of ICAO				

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	Provide details on International Civil Aviation Organisation (ICAO) Certifications/Accreditations where applicable	Certifications / Accreditations, if available	Optional			
REQ 13	Provide details on South African Civil Aviation Authority (SACAA) Certifications/Accreditations, covering the classes of licenses held and the categories of aircraft covered by the relevant licenses	Provide evidence of SACAA Certifications / Accreditations	Mandatory			
REQ 14	Provide details on South African Operating Certificate Part 135 Certifications/Accreditations	Provide evidence of South African Operating Certificate numbers	Mandatory			
REQ 15	Provide details on any Certifications/Accreditation as an Aviation Training Organisation (ATO)/ Designated Training Organisation (DTO) where applicable	Provide evidence of Aviation Training organisation type and Training Certificate numbers if available	Optional			
REQ 16	Provide details on any other Certifications / Accreditations, where applicable	Provide details of any other Certifications / Accreditations, if available	Optional			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
SERVICE PROVISION REQUIREMENTS						
REQ 17	Route: Cape Town CPTN International – Karoo Radio Observatory Airstrip - Return Optional Stop at Carnarvon Airport	Bidder must indicate compliance with this requirement	Mandatory			
REQ 18	Route: Gauteng Lanseria Airport - Karoo Radio Observatory Airstrip – Return Optional Stop at Carnarvon Airport. Check if other options in Gauteng area	Bidder must indicate compliance with this requirement	Mandatory			
REQ 19	Route: Cape Town CPTN International – Calvinia Airstrip – Return	Bidder must indicate compliance with this requirement	Mandatory			
REQ 20	Days for same day return: Wednesday same day return When these days are public holidays, no flights shall be applicable unless specifically requested by SARAO	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 21	<p>Days for overnight return:</p> <p>Wednesday returning Thursday</p> <p>When these days are public holidays, flight days may be changed as requested by SARAO</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 22	<p>Departure Times:</p> <p>From CPTN International 07h30B nominally</p> <p>From Lanseria Airport 06h30B nominally</p> <p>From Karoo Radio Observatory Airfield 17h00B nominally</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 23	<p>Passengers per flight:</p> <p>Aircraft size to carry up to 8 passengers per flight (Indicate if more is possible)</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 24	<p>Aircraft Types & Crew Size:</p> <p>Aircraft type with crew size best suited</p>	Bidder must indicate	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	and cost effective for number of passengers as per REQ23	compliance with this requirement				
REQ 25	<p>Passenger Baggage: Passenger baggage at least 10kg per passenger as per REQ23. Please indicate limitations with respect to type and dimensions of baggage</p>	Bidder must indicate compliance with this requirement, and limitations if applicable	Mandatory			
REQ 26	<p>Additional Cargo: From time to time, it may be required to transport small equipment up to 20kg per item in addition to passengers. Please advise cargo size and weight restrictions per aircraft type for services required by SARAO</p>	Bidder to indicate compliance with this requirement, if possible	Optional			
REQ 27	<p>Aircraft Availability: Aircraft availability and serviceability must be guaranteed as part of the One-Stop-Solution contracted to a successful Service Provider</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 28	<p>Crew Availability: Crew availability must be guaranteed as part of the one-stop-solution offered by</p>	Bidder must indicate compliance with this	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	the successful bidder	requirement				
REQ 29	Traffic Rights, Flight Authorisations & Landing Rights: Any rights and authorisations required for the flights shall not influence the service availability and not result in additional costs to SARAO	Bidder must indicate compliance with this requirement	Mandatory			
REQ 30	Passenger Insurance: Passenger insurance are included in the service and cost. Indicate cover per passenger	Bidder must specify liability cover amount per passenger	Mandatory			
REQ 31	Flight request and confirmation by SARAO: Flights booked and confirmed at least 2 days in advance by SARAO	Bidder must indicate compliance with this requirement	Mandatory			
TAXES, FEES, COMMISSIONS AND PRICE FLUCTUATION REQUIREMENTS						
REQ 32	Airport Taxes: All taxes applicable shall be part of the agreed to cost and shall not result in	Bidder must indicate compliance with this	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	additional costs for SARAO	requirement				
REQ 33	Non-Objection Fees: Non-Objection fees shall not result in additional costs for SARAO	Bidder must indicate compliance with this requirement	Mandatory			
REQ 34	Fuel Surcharge Fees: Fuel Surcharge fees shall not result in additional costs for SARAO	Bidder must indicate compliance with this requirement	Mandatory			
REQ 35	Fuel Price Fluctuations: Fuel price fluctuations must be substantiated and may only apply to the non-fixed portion of total cost	Bidder must indicate compliance with this requirement	Mandatory			
REQ 36	USD/ZAR Exchange Rate Fluctuations: Exchange rate fluctuations shall not result in additional costs for SARAO	Bidder must indicate compliance with this requirement	Mandatory			
REQ 37	Agent Commission: Commissions of any sort shall not result in additional costs for SARAO	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
CPTN INTERNATIONAL AND LANSERIA ARRIVAL / DEPARTURE REQUIREMENTS						
REQ 38	Parking Facilities for Passengers: Safe parking facilities to be available for passengers at the bidder's departure points	Bidder must indicate compliance with this requirement	Mandatory			
REQ 39	Lounges: Basic lounge services to be available for passengers at Service Provider departure points	Bidder must indicate compliance with this requirement	Mandatory			
EN ROUTE REQUIREMENTS						
REQ 40	In Flight catering: SARAO does not have a specific requirement for In Flight catering (State minimum service provided)	Bidder to indicate options, if applicable	Optional			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 41	<p><i>En Route Diversions & Delays due to Weather:</i></p> <p>It is acknowledged that air traffic delays and diversions due to poor weather are beyond the Service Provider's control. SARAO agrees to reasonable additional flight time costs, only for additional distance travelled but not any other costs</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 42	<p><i>En Route Changes or Delays due to Legislative Requirements:</i></p> <p>Any changes due to legislative requirements which results in additional costs shall not be payable by SARAO for the route defined in REQ17 and REQ18 and it shall be the responsibility of the Service Provider to complete the flight to the required destination</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 43	<p><i>En Route Changes or Delays due to SARAO Requests:</i></p> <p>SARAO will not normally request or not allow <i>en route</i> changes, but under special circumstances when requested, SARAO shall be responsible for reasonable additional costs for such <i>en</i></p>	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	route changes					
REQ 44	<p><i>En Route Changes or Delays due to Un-serviceability of Aircraft:</i></p> <p>Any changes due to un-serviceability of aircraft shall not result in any additional cost for SARAO, including aircraft repairs and/or alternative aircraft and it shall be the responsibility of the Service Provider to complete the flight to the required destination</p>	<p>Bidder must indicate compliance with this requirement</p>	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 45	<p><i>En Route Changes or Delays due to Aircraft, Crew or Passenger Safety Issues:</i></p> <p>Any changes due to aircraft, crew or passenger safety issues shall not result in any additional cost for SARAO and it shall be the responsibility of the Service Provider to complete the flight to the required destination</p>	Bidder must indicate compliance with this requirement	Mandatory			

KAROO RADIO OBSERVATORY AIRFIELD ARRIVAL / DEPARTURE REQUIREMENTS

REQ 46	<p>Conditions of Karoo Radio Observatory Airfield:</p> <p>SARAO will maintain the runway, the Service Provider remains responsible for ensuring the runway is clear prior to landing or taking off</p>	Bidder must indicate compliance with this requirement	Mandatory			
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Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 47	<p>Aircraft Safety at Karoo Radio Observatory Airfield:</p> <p>SARAO shall not be responsible/liable for Aircraft safety/security and it shall not influence the service availability and not result in additional costs for SARAO</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 48	<p>Ground Handling at Karoo Radio Observatory Airfield:</p> <p>SARAO shall not be responsible for Ground Handling issues and it shall not influence the service availability and shall not result in additional costs for SARAO</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 49	<p>Availability of Fuel at Karoo Radio Observatory Airfield:</p> <p>No fuel is available at Karoo Radio Observatory Airfield and it shall not influence the service availability and shall not result in additional costs for SARAO</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 50	<p>Flight Crew on ground:</p> <p>The Flight Crew will be transported from the Karoo Radio Astronomy Airfield by SARAO and accommodated at the Losberg Site Complex which is located at</p>		Procedural			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	<p>Losberg approx. 80km from Carnarvon. Facilities include self-help kitchen, clean bathrooms, air-conditioned lounge area and Satellite phones, Internet connection and when available comfortable sleeping rooms</p> <p>When available SARAQ shall be able to provide transportation between Losberg, Klerefontein Support Complex and Carnarvon</p> <p>Please note no cellphone reception is possible at the Losberg Site Complex</p>	N/A	information only			

KAROO RADIO ASTRONOMY OBSERVATORY

REQ 51	<p>Procedures for aircraft approaching the Karoo Radio Observatory Airfield:</p> <p>No aircraft, under any circumstances, shall approach any Radio Telescope Receptor to within a distance of 5NM (10km) unless:</p> <p>(1) The flight has been authorized and scheduled by SARAQ</p>	<p>Bidder must indicate compliance with this requirement</p>	Mandatory			
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Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	<p>(2) SARAO Telescope Operations are aware of the aircraft's pending arrival and have taken precautionary measures pertinent to Radio Telescope Receptor 'turn away' actions as defined below</p> <p>(3) The aircraft has taken precautionary measures pertinent to aircraft navigation system restrictions as defined below</p>					
REQ 52	<p>Flight Profiles</p> <p>The prescribed flight profiles¹ for aircraft approaching from CPTN or Lanseria are included in Appendix A taking into consideration the prevailing wind directions (i.e. NW/SE)</p> <p>Aircraft shall also follow these flight paths on departure</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 53	<p>Strong Aircraft Based Transmitters</p> <p>Aircraft pilots shall ensure that their aircraft's tracking devices, onboard WIFI, DME interrogators and IFF/TCAS transponders are switched off (electrical</p>	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	supply disconnected by re-settable breakers) at a distance of no less than 20NM (36km) from the Karoo Radio Observatory Airfield. (This equipment shall remain Off while the aircraft is on the ground and only be re-activated after take-off at a distance exceeding 20NM (36km) from the Karoo Radio Observatory Airfield)					
REQ 54	<p>Aircraft Weather Radar²</p> <p>Aircraft pilots shall ensure, should conditions be favourable to allow this, to put their weather radar to 'Standby' at a distance of no less than 20NM (36km) from the Karoo Radio Observatory Airfield. This equipment shall remain off while the aircraft is on the ground</p>	Bidder must indicate compliance with this requirement	Mandatory			
REQ 55	<p>Landing Authorisation</p> <p>Aircraft not able to comply with REQ51 to REQ53 above shall not be authorized to land at the Karoo Radio Observatory Airfield. Under the latter circumstances, the aircraft, if airborne, shall route to Carnarvon airstrip</p>	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 56	<p>Actions prior to departure</p> <p>Prior to aircraft departure to the Karoo Radio Observatory Airfield, pilots shall contact the SARAO Telescope Operator telephonically (021 506 7310) or by email to operators@sarao.ac.za to confirm the following:</p> <ul style="list-style-type: none"> (1) Intended departure time (2) Estimated Time of Arrival (ETA) (3) Based on prevailing wind speed and direction at Losberg, his/her intended landing approach (i.e. 'Landing runway 33' or 'Landing runway 15') 	Bidder must indicate compliance with this requirement	Mandatory			
KAROO RADIO OBSERVATORY AIRFIELD AIRCRAFT APPROACH PROCEDURE						
REQ 57	The pilot shall follow the inbound flight profiles as defined in Appendix A unless Safety of Flight will be affected.	Bidder must indicate compliance with this requirement	Mandatory			
REQ 58	Personnel arriving at the Karoo Radio Observatory Airfield shall be instructed to turn off all electronic equipment at top-of-decent and prohibited from switching on	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	<p>electronic equipment thereafter.</p> <p>This includes, but is not limited to;</p> <ul style="list-style-type: none"> (1) No cellular telephones, WIFI, Bluetooth, 2-way radios or other wireless devices (2) No camera equipment or other electronics (3) No smart watches (4) No tracking devices such as apple airtags, et cetera 					
REQ 59	The SARAO Telescope Operator shall turn the MeerKAT Radio Telescope Receptors away when the approaching aircraft is at a distance of not less than 15NM (27km) from the Karoo Radio Observatory Airfield	N/A		Procedural information only		
REQ 60	<p>In the event, for whatever reason, that no contact could be made between the Site Telescope Operator and the Pilot prior to departure, the SARAO Telescope Operator shall:</p> <ul style="list-style-type: none"> (1) Assume that the aircraft has departed and is heading to the Karoo Radio Observatory Airfield 	N/A		Procedural information only		

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
	(2) Turn the MeerKAT Radio Telescope Receptors away no later than 30 minutes prior to the expected time of arrival (ETA). ETA shall be assumed to be 08h30hrs Local Time					

KAROO RADIO OBSERVATORY AIRFIELD AIRCRAFT DEPART PROCEDURE

REQ 61	Pilots shall follow the outbound flight profiles as defined in Appendix A unless Safety of flight will be affected	Bidder must indicate compliance with this requirement	Mandatory			
REQ 62	Prior to departure from the Karoo Radio Observatory Airfield, Pilots shall inform the SARAO Telescope Operator telephonically (021 506 7310) or via email at operators@sarao.ac.za of the intended take-off time	Bidder must indicate compliance with this requirement	Mandatory			
REQ 63	The aircraft shall take-off only once the MeerKAT Radio Telescope Receptors 'turn away' procedure has been completed and that this has been confirmed by the SARAO Telescope Operator telephonically (021 506 7310)	Bidder must indicate compliance with this requirement	Mandatory			

Requirement	Document description	Measurement	Weight	Compliance (Indicate – Yes/ No)	Compliance Remarks - Reference to bidder's document	BEC Verification
REQ 64	Prior to departure from the Karoo Radio Observatory Airfield, aircraft Pilots shall ensure that the aircraft's tracking devices, onboard WIFI, DME and IFF/TCAS systems remain disconnected during pre-flight checks	Bidder must indicate compliance with this requirement	Mandatory			
REQ 65	The MeerkAT Radio Telescope Receptors shall remain in this position until the aircraft has opened to a distance of at least 15NM (27km) from the Karoo Radio Observatory Airfield position	N/A	Procedural information only			
REQ 66	After take-off, the pilot shall only reactivate his DME and IFF/TCAS systems when at a distance of no closer than 20NM (36Km) from the Karoo Radio Observatory Airfield position	Bidder must indicate compliance with this requirement				

STAGE 3 – PRICE AND SPECIFIC GOALS

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

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

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS

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

1.	<u>Late bids</u>
1.1	Bids received after the closing time and/or date will not be considered.
2.	<u>Authority of bid signatory</u>
2.1	The bid must be signed by a person duly authorised to do so.
3.	<u>Clarification of the bid</u>
3.1	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 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 offer may only be submitted if a main tender offer, strictly in accordance with all the requirements of the bid documents is also submitted, as well as a schedule that compares the requirements of the bid document with the alternative requirements proposed.
9.2	An alternative tender offer must be based only on the criteria stated in this bid document, or criteria otherwise acceptable to SARAO.
9.3	An alternative tender offer will only be considered if the main tender offer is the winning tender.
9.4	For the purposes of this Tender (Ref - NRF/SARAO SAIR/51/2023-24) no alternative bid offers will be accepted.
10.	<u>Clarification of bidder's tender offer after submission</u>
10.1	Bidders may be required 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 electronic folders; the first 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 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"> • Folder 1: Compliance and Technical Response • 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 shortlisted bidders as it deems necessary, which due diligence may include requiring shortlisted bidders to submit reference letters from clients for whom similar services have been provided.
14.2	Where reference letters are requested, they must comply with performance indicators specified by SARAO, specific to the bid under consideration.
14.3	SARAO reserves the right to disqualify a bid where reference letters provided do not satisfy the performance indicators specified.
15.	<u>Invalid bids</u>
15.1	Tenders shall be invalid if –
15.1.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
15.1.2	The bidder is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
15.3	The bidder has been restricted from doing business with any Organ of State.
16.	<u>Price negotiations prior to award</u>
16.1	The award of this bid may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not considered reasonable or market related.
16.2	SARAO reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.
17.	<u>Cancellation of the bid prior to award</u>
17.1	SARAO reserves the right to cancel this bid at any time before award, where -

17.1.1	Due to changed circumstances there is no longer a need for the services specified in this bid.
17.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
17.1.3	No bids meet the required specifications.
17.1.4	There is a material irregularity in the bid process.
18.	<u>Bid award</u>
18.1	The bid will be awarded after approval by the NRF, to the bidder with the highest combined score for Price and specific goals, unless other objective criteria, specified in the bid document, applies.
18.2	The award will be subject to final verification of the bidder's tax compliance status.
19.	<u>Collusion, fraud and corruption</u>
19.1	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
19.2	The NRF/SARAO would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.
20.	<u>Fronting</u>
20.1	SARAO supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SARAO condemns any form of fronting.
20.2	SARAO's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
20.3	Should SARAO have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting.
20.4	Should the bidder be unable to refute the finding to the satisfaction of SARAO, SARAO reserves the right to reject the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SARAO may have against such a bidder.
21.	<u>Disclaimers</u>
21.1	SARAO has produced this document in good faith. SARAO, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SARAO has no liability towards the bidders in connection therewith.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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

1	Definitions
<p><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></p>	
<p>Substitute Clause 1.21 with the following:</p>	
1.21	“ Purchaser ” means the South African Radio Astronomy Observatory (SARAO), a business unit of the National Research Foundation.
<p>Substitute Clause 1.24 with the following:</p>	
1.24	“ Services ” means the services rendered by the Supplier to the Purchaser in terms of this Agreement
<p>Add the following clauses after Clause 1.25:</p>	
1.26	“ Agents ” means any person or party, a Party to this Agreement may appoint as agent, professional adviser, contractor, supplier, sub-contractor, each aforementioned acting strictly in the course and scope of its obligations towards a Party, or any affiliate of either Party.
1.27	“ Agreement ” means the Contract being the Bid Document, including these Special Conditions of Contract; the Supplier’s bid and price submission in response to Bid Ref: NRF/SARAO SAIR/51/2023-24; and any Annexures, Schedules or Addendums referred to herein.
1.28	“ Annexures ”, “ Schedules ” and “ Addendums ” means any document of the aforesaid description reduced to writing and signed by the Parties, which is from time to time incorporated in this Agreement. These documents may be amended in writing by mutual agreement and signed between the Parties.
1.29	“ Bid document ” means the bid document issued by the Purchaser on 14 December 2024, with Reference Number, NRF/SARAO SAIR/51/2023-24.
1.30	“ Commencement Date ” means the date of last signature of the Agreement between the Parties, or any other date as may be agreed upon by the Parties as the commencement date.
1.31	“ Supplier ” means the party to this Agreement supplying the goods and services as defined herein, and with whom this Agreement is concluded.

1.32	“ Loss ” means loss, injury, death and/or damage.
1.33	“ Material breach ” means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement.
1.34	“ NRF ” means the National Research Foundation, a statutory entity established in terms of the National Research Foundation Act 23 of 1998.
1.35	“ The Initial Period ” means the three (3) year duration of the Agreement from Commencement Date, excluding any extension period as may be agreed upon by the Parties.
1.36	“ Personnel ” means either Party’s, as the context may indicate, directors, employees, officers, each aforementioned acting strictly in the course and scope of its employment towards a Party, or Agents.
1.37	“ Third Party ” means any person or party which is not a Party to this Agreement.
Substitute Clause 3 in its entirety with the following:	
3	Duration and Commencement
3.1	This Agreement shall commence on the Commencement Date and shall continue for the Initial Period, unless terminated by either Party in accordance with Clauses 22A, 23, 23A, and 25 below.
3.2	Should the Purchaser wish to exercise the option to renew the Agreement, the Purchaser will give the Supplier a minimum of two (2) months’ prior notice, in writing, of the intention to renew.
3.3	The Agreement renewal will become effective once accepted by the Supplier, and approved by the Purchaser’s delegated authority.
3A	The Supplier’s Obligations
3A.1	The Supplier agrees, undertakes, covenants and warrants (all where applicable) to, <i>inter alia</i> : -
3A1.1	Only when notified of the acceptance of the bid by the issuing of the order, commence with and carry out the delivery of the services in accordance with the contract, to the satisfaction of the Purchaser;
3A1.2	Provide all of the necessary materials, labour and equipment required for the delivery of the services, including any temporary services that may be required;
3A1.3	subject to Clauses 22A, 23, 23A, and 25, it will complete and deliver the Services within the Initial Period, or any extended period thereof in terms of Clause 3.2 and 3.3;
3A1.4	fully co-operate with and give every reasonable assistance to the Purchaser to enable the Purchaser to investigate any claim which may be threatened, made or brought against the Purchaser arising out of this Agreement;
3A1.5	Within the scope of the services comply with all reasonable and lawful instructions issued by the Purchaser,
3A1.6	Issue a credit note to the purchaser for the penalties imposed against it under Clause 22, if any. Any delay by the Supplier in issuing a credit note within the time period agreed to by both Parties, shall result in the Purchaser deducting the amount from any amounts due to the Supplier. For the avoidance of doubt, should the Supplier’s aforementioned delay result in a deduction of any agreed

	to penalty, any such deduction for purposes of this Agreement shall be limited to and apply only to deduction of penalties pursuant to a delay by the Supplier set out in Clause 22 and for no other matter under or in connection with this Agreement;
3A1.7	put into effect and maintain insurance of, as a minimum, general public liability insurance cover of at least the value of the tender award amount, for a single calendar year.
3B	The Purchaser's Obligations
3B.1	The Purchaser agrees, undertakes, covenants and warrants (all where applicable) that, <i>inter alia</i> -
3B1.1	it will allow the Supplier and its Personnel reasonable access to the Supplier's Premises and such facilities, as required by the Supplier, to ensure the Supplier fulfils its obligations in terms of this Agreement, and shall allow the Supplier and its Personnel to interview and take statements from the Purchaser and its Personnel, by prior arrangement and on prior written notice to the Purchaser;
3B1.2	it will advise the Supplier of any change to its processes or circumstances relevant to the provision of the Services by the Supplier in writing immediately once it becomes aware of such change. .
3B1.3	it will fully co-operate with and give every reasonable assistance to the Supplier to enable the supplier to investigate any claim which may be threatened, made or brought against the Supplier arising out of this Agreement;
3B1.4	it may arrange meetings with the Supplier, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;
3B1.5	it will evaluate the Supplier's performance on the Agreement, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.6	it will make payment to the Supplier for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Supplier, paid free from set-off, deduction or arbitrary withholding other than as provided for clause 3A1.6;
3B1.7	it will notify the Supplier of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Supplier's Personnel in connection with the Services as soon as reasonably possible after the Purchaser becomes aware of the same.
7.	Performance security
Add the following clauses after Clause 7.4:	
7.5	The Supplier is required to take out a performance bond of an amount satisfactory to the Purchaser.
11.	Insurance
Add the following clauses after Clause 11.1:	

11.2	Without limiting the obligations of the Supplier in terms of this Agreement, the Supplier shall affect and maintain the following additional insurances:
11.3	The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Agreement.
11.4	The Supplier must make available, public liability insurance to the value of at least R5 million.
11.5	The Supplier must ensure that passenger insurance to the value of at least R1 million, is included in the service cost.
16.	Payment
<i>Add the following clauses after Clause 16.4:</i>	
16.5	The Supplier's invoices must meet the following minimum requirements, failing which the purchaser shall not be obliged to make payment thereon-
16.5.1	reference the purchase order number as issued to the Supplier by the Purchaser;
16.5.2	include a statement of account;
16.5.3	include detailed line items as specified in purchase order;
16.6	invoices must be accompanied by the signature of the Purchaser's authorised representative, confirming performance or delivery in accordance with prescribed quality and/or quantity in terms of this Agreement, and that amounts claimed are accordance with this Agreement and any purchase orders issued in terms thereof.
16.7	Payment shall be made by the Purchaser within 30 days of receipt of the Supplier's invoice, and shall be delayed by the failure of the Supplier to provide any additional documentation required by the Purchaser to facilitate such payment, whereas such delay shall not attract any interest payable by the Purchaser.
17	Prices
<i>Add the following clause after clause 17.1:</i>	
17.2	The contract price quoted by the Supplier is required to remain firm for the Initial Period, subject to any change in the scope of the services or Agreement which results in a change in the contract price, such scope change having been agreed to by both Parties.
22	Penalties
<i>Substitute Clause 22.1 in its entirety with the following:</i>	
22.1	Subject to Clause 25 and excluding any act or omission of the Purchaser or Third Party(ies) that cause or contribute to a failure of Services, if the Supplier fails to perform any or all of the Services within the period(s) specified in the Agreement, the Purchaser shall, without prejudice to its other remedies under the Agreement, apply the following penalties –

	Service	Measurement methodology	Penalty trigger level	Penalty
	Non availability of the aircraft equivalent to the what is in the contract	Failure to comply to REQ 23, 24 and 25	More than twice per annum	10% of a single flight cost per event, after two non-conformances
	Procedures for aircraft using the Karoo Radio Observatory Airfield	Failure to comply to REQ 51 to 66	Immediate on any violation	25 % of a single flight cost per event for any non-conformance
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 defaulting Party must be notified and called on in writing to remedy the breach within a period of 5 (five) days from receipt of such notification.			
22A.2	If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the defaulting Party will be entitled, but not compelled, to either terminate this Agreement with immediate effect by written notice to the defaulting Party and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the defaulting Party.			
22A.3	It is further recorded that in the event of any of the Supplier's Personnel misbehaving in any manner which is not acceptable to the Purchaser, such misbehaviour shall not constitute a breach of this Agreement and the Supplier undertakes, subject to a written request from the Purchaser detailing proper and due reasons, to remove such personnel from the Purchaser's Premises, provided that such behaviour or acts of the Supplier's Personnel are not in direct contravention of any obligation placed on the Supplier in terms of this Agreement.			
23	Termination for Default			
<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;			
23.1.2	is unable to pay its debts, or in terms of GCC Clause 26, becomes commercially insolvent or commits any act of insolvency;			
23.1.3	is the subject of any order made or a resolution passed for the administration, winding-up or dissolution for reasons or purposes other than a solvent amalgamation or restructuring;			
23.1.4	has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;			
23.1.5	enters into or proposes any composition or arrangement with its creditors generally;			

23.1.7	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.
<i>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”.</i>	
Add the following clauses after Clause 23 -	
23A	Termination by Agreement
23A.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.
23A.2	The Party intending to terminate the Agreement as envisaged in Clause 23A.1 shall seek consent, provided that the request to terminate has been approved in writing by the other Party, and the Agreement shall not be terminated less than six (6) months from the date of such written approval being given.
25	Force Majeure
Substitute clause 25 in its entirety with the following:	
25.1	Neither Party shall be liable for failure to perform its obligations, under this Agreement if the failure results from any Force majeure event.
25.2	In the event of a force majeure event, the Party whose performance is affected by such event shall promptly notify the other Party in writing of such event, and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall use its best endeavours to seek all reasonable alternative means for performance not prevented by the force majeure event.
25.3	Should any force majeure event persist for a continuous period of one (1) month, either Party shall have the right to terminate the Agreement with immediate effect.
28	Limitation of Liability
Substitute clause 28 in its entirety with the following:	
28.1	Notwithstanding anything to the contrary elsewhere indicated, stated or provided for although subject always to Clause 28.2 below, the Parties agree and the Purchaser acknowledges that: -
28.1.1	the function of the Services provided by the Supplier is to minimise, and not eliminate or prevent, the risk of Loss to property or person. The Supplier will use all reasonable endeavours to minimise Loss

	to the Purchaser but gives no warranty and has made no representation that the Services or the Supplier's personnel will be able to eliminate any such Loss;
28.1.2	the Supplier shall be liable to the Purchaser for Loss (from whatsoever cause arising and whether delictual or contractual) sustained by the Purchaser only if such Loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Supplier or its Personnel, and any liability which the Supplier does incur to the Purchaser under or in connection with this Agreement shall be limited to, and shall in no circumstances whatsoever exceed the total contract price under this Agreement. Thus, the total amount that can be claimed by the Purchaser from the Supplier for the duration of this Agreement is equal to, in aggregate, the total contract price under this Agreement;
28.1.3	under no circumstances whatsoever shall the Supplier be liable for any indirect, special, incidental, punitive or consequential Loss (from whatsoever cause arising and whether delictual or contractual), under or in connection with this Agreement;
28.1.4	where the Purchaser or the Purchaser's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, by collusion or otherwise, in any claim, the Supplier's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;
28.1.5	the Supplier and the Supplier's Personnel shall not be liable to the Purchaser or the Purchaser's Personnel in any circumstances or to any extent whatsoever in respect of any Loss unless written notice of a claim is received by the Supplier of the discovery by the Purchaser or the Purchaser's Personnel of the Loss alleged to give rise to any such claim;
28.1.6	the Services are rendered to the Supplier in respect of the Purchaser Premises and the assets of the Purchaser, or the assets of Third Parties held on their behalf by the Purchaser only and do not extend to any portion of the Purchaser Premises which are occupied by Third Parties, nor to the assets of Third Parties otherwise than as contemplated herein unless specifically agreed to in writing between the Parties.
28.2	In the event that the Supplier performs a risk analysis of the Purchaser Premises, property or person and recommends or suggests preventative measures to the Purchaser to address such risks ("risk analysis") or the Supplier provides a written copy of the risk analysis to the Purchaser within a reasonable period after finalizing the risk analysis then neither the Purchaser nor the Purchaser's Personnel shall be liable to the Supplier, the Supplier's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential and the Client hereby indemnifies and agrees to hold the Supplier and its personnel harmless in respect of all claims emanating from, caused by or arising out of any such Loss to the extent that same is attributable to the failure by the Supplier or its personnel to address or rectify any of the risks identified in the risk analysis.
28.3	This clause 28 shall survive completion, termination or cancellation of this Agreement for whatsoever reason or cause.

31	Notices
<i>Substitute clause 31 in its entirety with the following:</i>	
31.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
31.1.1	Hand delivered – on the day of delivery;
31.1.2	Registered mail – five (5) working days after mailing;
31.1.3	Email – within one (1) working day after it has been sent
<i>Add the following clauses after clause 34 -</i>	
35	Whole Agreement
35.1	The Agreement between the Parties shall inter alia comprise of the following documents –
35.1.1	the Bid Document;
25.1.2	these Special Conditions of Contract;
35.1.3	the Supplier's bid submission in response to Bid Ref: NRF/SARAO SAIR/51/2023-24;
35.1.4	the Supplier's bid price submission and preference claim data in response to Bid Ref: NRF/SARAO SAIR/51/2023-24;
35.1.5	any Annexures, Schedules or Addendums referred to in the abovementioned documents.
35.2	In the event of a conflict between the General Conditions of Contract and the Special Conditions of Contract, the latter will prevail.
35.3	The Agreement documentation as referred to in Clause 35.1 above, subject to Clause 35.2 above, supersedes and replaces any prior arrangements, agreements and understandings of any nature whatsoever that may exist between the Parties with regards to any aspect, matter or thing referred to herein and shall be the sole recorded device of the Parties' rights and obligations <i>vis-à-vis</i> each other, in relation to the subject matter hereof.
36	Occupational Health and Safety when working on SARAO sites
36.1	The Supplier's personnel performing work at the Purchaser's Premises as part of this Agreement are required to undergo safety induction.
36.2	Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, ('the Act'), the Supplier will be required to comply with all relevant health and safety written instructions given to them by the Purchaser's site safety Personnel, where relevant. Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the work site. The Supplier's Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Purchaser Premises.

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

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

GCC 1	Definitions – The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his

	subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“Project site”, where applicable, means the place indicated in bidding documents.
1.21	“Purchaser” means the organization purchasing the goods.
1.22	“Republic” means the Republic of South Africa.
1.23	“SCC” means the Special Conditions of Contract.
1.24	“Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury’s e-Tender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms -
7.3.1	bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
7.3.2	cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that

	<p>this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
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	<p>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:</p> <p>23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to

	those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser. 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
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	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC2 8	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
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 – BID 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 and are referenced to the applicable line on the below 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.

BID PRICE SCHEDULE (SBD 3.1)

(Submit pricing in separate electronic folder)

No	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (incl. VAT)
1	52 flights per year (one flight per week)	Cape Town CPT International - Karoo Radio Observatory Airstrip - Return Optional stop at Carnarvon Airport	Price per flight inclusive of all taxes, fuel, levies, and duties	
2	8 flights (per year)	Cape Town CPT International - Calvinia airstrip - Return	Price per flight inclusive of all taxes, fuel, levies, and duties	
3	26 flights per year (one flight every second week)	Gauteng Lanseria Airport - Karoo Radio Observatory airstrip - Return	Price per flight inclusive of all taxes, fuel, levies, and duties	
Total cost is determined by multiplying quantity by unit price				
TOTAL COSTED VALUE OF ABOVE (Incl. VAT)			R	

Note on Fuel costs:

All bidders are required to use standard fuel rate for the month of January 2024 for contractual and evaluation purpose.

The winning bidder will be required to demonstrate the fuel rate variation at the invoice stage

AD HOC / INCIDENTAL COSTS –

This does not form part of the pricing schedule but is required for budgetary requirements. SARAO sometimes would need to make a provision for an extra flight for its guests as and when required. The price unit quoted by the bidder would be used as a price base for the ad hoc Flights.

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QTY	SUBTOTAL (incl. VAT)
1	Ad hoc flights required in addition to the flights described in Req17 to Req22 in the specification document SSA0000-0000V1-01 RS Rev 3				
2	Cape Town flight: Optional Stop at Carnarvon Airport				
3	Lanseria flight: Optional Stop at Carnarvon Airport				
DELIVERY ADMINISTRATION					
Delivery basis Full cost to delivery site					

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

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

1.	I, in my capacity as hereby undertake to render services described in the attached bidding documents to the South African Radio Astronomy Observatory (SARAO) , in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: NRF/SARAO SAIR/51/2023-24 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Client during the validity period indicated and calculated from the closing date of the bid.
2.	The following documents shall be deemed to form, and be read and construed as part of this Agreement:
2.1	The Bid Document (Ref No. NRF/SARAO SAIR/51/2023-24)
2.2	The Service Provider's bid submission in response to Bid Ref. NRF/SARAO SAIR/51/2023-24 ;
2.3	The Service Provider's bid price in response to Bid Ref. NRF/SARAO SAIR/51/2023-24 ;
2.4	Any Annexures, Schedules or Addendums referred to in the above-mentioned documents.
3.	The Service Provider confirms that it has satisfied itself as to the correctness and validity of its bid; that the price(s) and rate(s) quoted cover all the services specified in the Bid Document; that the price(s) and rate(s) cover all its obligations, and accepts that any mistakes regarding its price(s) and rate(s) and calculations will be at its own risk.
4.	The Service Provider accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it under this Agreement.
5.	The Service Provider declares that it has not participated in any collusive practices with any third party regarding this or any other bid.
6.	I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....
.....

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

1.	I, in my capacity as accept your bid under Reference Number: NRF/SARAO SAIR/51/2023-24 for the rendering of the services indicated hereunder and/or further specified in the annexure(s).		
2.	An official purchaser order indicating service delivery instructions is forthcoming.		
3.	I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.		
4	The Service Provider's bid submission in response to Bid Ref. NRF/SARAO SAIR/51/2023-24 ;		
5.	I confirm that I am duly authorised to sign this contract.		
	SIGNED AT		ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

DATE

WITNESSES

.....

.....

DATE:

PART C – RETURNABLE SCHEDULES

INVITATION TO BID (SBD 1)			
Bid number	NRF/SARAO SAIR/51/2023-24		
Closing date and time	30 January 2024 Time: 12:00		
SUMMARY OF BID REQUIREMENTS			
Provision of Air Charter Services for SARAO from Cape Town/ Johannesburg to the Northern Cape SARAO Site for a period of Three (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		O R	Central Supplier Database No.	MAAA
B-BBEE Verification Certificate	Status Level	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]		

NON-RESIDENT DECLARATION

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

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

BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000. the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this

	document thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.

TAX COMPLIANCE REQUIREMENTS

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

SBD 4 BIDDER'S DISCLOSURE

1.	PURPOSE OF THE FORM																						
1.1	<p>Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.</p> <p>Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.</p>																						
2.	BIDDER'S DECLARATION																						
2.1	<p>Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,</p>	YES / NO																					
2.1.1	<p>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 -</p>																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33.33%;">Full Name</th><th style="text-align: center; width: 33.33%;">Identity Number</th><th style="text-align: center; width: 33.33%;">Name of State Institution</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Full Name	Identity Number	Name of State Institution																		
Full Name	Identity Number	Name of State Institution																					

¹ 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	
<p>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 -</p>		
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 ² 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.	

² 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 IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
 - (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
 - (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
 - (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
 - (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

B-BBEE Status Level of Contribution	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
-------------------------------------	----------------------------------------------	-----------------------------------------------------------------------------------------

	(between R2 000 and R50 000 000)	
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	_____
7	4	
8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

<ul style="list-style-type: none"> • Partnership/Joint Venture / Consortium 	<ul style="list-style-type: none"> • Personal Liability Company
<ul style="list-style-type: none"> • One-person business/sole proprietor 	<ul style="list-style-type: none"> • (Pty) Limited
<ul style="list-style-type: none"> • Close corporation 	<ul style="list-style-type: none"> • Non-Profit Company
<ul style="list-style-type: none"> • Public Company 	<ul style="list-style-type: none"> • State Owned Company

[TICK APPLICABLE BOX]

4.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

BID SIGNATURE (SBD 1)

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

PART D – BID ANNEXURES

Annexure Number	Annexure Title	
Annexure A	Document number: SSA0000-0000V1-01 RS Rev 3	